

Vol. 366, Part 5

28 November 2008

Pages 1139 – 1470



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

Printed by the authority of the  
**Industrial Registrar**  
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

# CONTENTS

Vol. 366, Part 5

28 November 2008

Pages 1139 — 1470

		Page
Awards and Determinations —		
Awards Made or Varied —		
Bacon Factory Employees (Cumberland) Consolidated Award	VSW	1139
Biscuit and Cake Makers (State) Award	VSW	1141
Bowling and Golf Clubs Employees (State) Award	VSW	1143
Breeding and Raising of Pigs, &c., Employees (State) Award	VSW	1145
Brick and Paver Industry (State) Award	CORR	1147
Brick and Paver Industry (State) Award	VSW	1148
Building Crane Drivers (State) Award	CORR	1150
Butchers' Wholesale (Newcastle and Northern) Award	VSW	1151
Cemetery and Crematoria Employees (State) Award	VSW	1155
CFMEU Enterprise Award expiring 1 October 2011	RIRC	1158
Clerical and Administrative Employees in Temporary Employment Services (State) Award	VSW	1172
Electrical, Electronic and Communications Contracting Industry (State) Award	RIRC	1174
Electrical, Electronic and Communications Contracting Industry (State) Award	VSW	1246
Electrical, Electronic and Communications Contracting Industry (State) Award	VIRC	1250
Electricians, &c. (State) Award	VSW	1252
Engine Packing Manufacture (State) Award	VSW	1256
Entertainment And Broadcasting Industry - Film And Video Production (State) Award	RIRC	1258
Friction Materials, &c., Manufacture (State) Award	VSW	1295
Funeral Industries (State) Award 2005	VSW	1297
Hair and Beauty (State) Award	CORR	1300
Ice Cream Carters and Van Salespersons (State) Award	VSW	1301
Local Government (Electricians) (State) Award	VSW	1303
Meat Preservers, &c. (State) Consolidated Award	VSW	1305
Metal, Engineering and Associated Industries (State) Award	VSW	1307
Meter Readers and Field Officers (State) Award	VSW	1311
Milk Treatment, &c., and Distribution (State) Award	VSW	1313
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award	CORR	1316
Nursing Homes, &c., Nurses' (State) Award	VIRC	1317
Nursing Homes, &c., Nurses' (State) Award	RIRC	1320
Pastrycooks, &c. (State) Award	VSW	1368
Pottery Industry (State) Award	VSW	1371
Refractory Industry (State) Award	VSW	1373
Restaurants, &c., Employees (State) Award	VSW	1375
Roofing Tile Makers (State) Award	VSW	1377
Rubber Workers (State) Award	VSW	1379
Smallgoods Manufacturers (State) Award	VSW	1381
Starch Manufacturers, &c. (State) Award	VSW	1383
Surveyors' Field Hands (State) Award	VSW	1385
Sydney Olympic Park Aquatic, Athletics and Archery Centres (State) Award 2008	AIRC	1387

Sydney Olympic Park Visitors Services (State) Award 2008	RIRC	1409
Teachers (Catholic Early Childhood Service Centres and Pre-Schools) (State) Award 2006	RIRC	1428
Transport Industry - Excavated Materials, Contract Determination	VCD	1463
Transport Industry - Quarried Materials, &c., Carriers Contract Determination	VCD	1464
Western Sydney Buses Bus Operators' Transitway Enterprise (State) Award 2008	CORR	1468
Wire Drawn Ferries (State) Award	VSW	1469

NEW SOUTH WALES

**INDUSTRIAL GAZETTE**

*Printed by the authority of the Industrial Registrar*



**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

**PRESIDENT**

The Honourable Justice R. P. BOLAND<sup>†</sup>

**VICE-PRESIDENT**

The Honourable Justice M. J. WALTON<sup>†</sup>

**MEMBERS**

The Honourable Justice F. MARKS<sup>†</sup>  
The Honourable Justice M. SCHMIDT<sup>†</sup>  
The Honourable Mr Deputy President R. W. HARRISON  
The Honourable Justice T. M. KAVANAGH<sup>†</sup>  
Mr Deputy President P. J. SAMS AM  
Mr Deputy President J. P. GRAYSON  
The Honourable Justice W. R. HAYLEN<sup>†</sup>  
The Honourable Justice P. J. STAUNTON AM<sup>†</sup>  
The Honourable Justice C. G. STAFF<sup>†</sup>  
The Honourable Justice A. F. BACKMAN<sup>†</sup>

Commissioner Mr P. J. CONNOR  
Commissioner Ms I. TABBAA  
Commissioner Ms D. S. McKENNA  
Commissioner Mr J. P. MURPHY  
Commissioner Mr I. W. CAMBRIDGE  
Commissioner Ms E. A. R. BISHOP  
Commissioner Ms J. McLEAY  
Commissioner Mr A. W. MACDONALD  
Commissioner Mr D. W. RITCHIE  
Commissioner Mr J. D. STANTON

---

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

---

**INDUSTRIAL REGISTRAR**

Mr M. GRIMSON

**ACTING DEPUTY INDUSTRIAL REGISTRAR**

Ms M. ANASTASI



(022)

**SERIAL C6706**

## **BACON FACTORY EMPLOYEES (CUMBERLAND) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1270 of 2008)

Before Commissioner Tabbaa

19 August 2008

### **VARIATION**

1. Delete clause 5, Arbitrated Safety Net Adjustment of the award published 2 May 2008 (365 I.G. 701) and insert in lieu thereof the following:

#### **5. Arbitrated Safety Net Adjustment**

State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage 2008. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### **PART B**

#### **MONETARY RATES**

**Table 1 - Wage Rates**

		SWC 2008 eff. 1 Dec. 08 Amount Per Week \$
1	First curer	572.10
2	Second curer	562.75
3	Backer down or chopper down	562.75
4	Boner and trimmer(including tunnel boning)	562.75
5	Pickle pumper (arterial or stab)	556.50
6	First man - cutting up	556.50
7	Packer - ham canning	552.70
8	First man - washing, smoking and drying	560.55
9	Bacon boner	558.35
10	Cutter up	553.70
11	Tally and despatch hand	552.70
12	Cooker and lardman	552.70
13	Closing machine operator	552.70



14	Solderer	552.70
15	Bacon curer's labourer - doing salting	552.70
16	Smokehouse labourer	552.70
17	Labourer	552.70

**Table 2 - Other Rates and Allowances**

Item No.	Clause No	Explanation	SWC 2008 eff. 1 Dec. 08 Amount \$
1	3(v)	Meal Allowance	10.50
2	4(v)	Leading Hand allowance	
		In charge of more than two but not more than ten employees	11.26
		In charge of more than ten employees	19.51
3	7(i)	Working in cold temperatures per hour or part thereof	0.38
4	2(iv)(b)	Supply of special clothing, knives and accessories	
		(i) per week	5.79
		(ii) per day	1.15
		(iii) per week	3.47
		(iv) per day	0.69

3. This variation shall take effect from the first full pay period to commence on or after 1 December 2008.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

**BISCUIT AND CAKE MAKERS (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 1807 of 2008)

Before Commissioner Tabbaa

3 October 2008

**VARIATION**

1. Delete subclause (iv) of clause 17, Wages, of the award published 2 May 2008 (365 I.G. 723) and insert in lieu thereof the following:

- (iv) Arbitrated Safety Net Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case of 2008. These adjustments may be offset against:

- (i) any equivalent over award payments, and/or
- (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments".

2. Delete Table 1 - Minimum Award Wage Rates, and Table 2 - Other Rates and Allowances, of Appendix A - Wage Rates and Allowances, and insert in lieu thereof the following:

**Table 1 - Minimum Award Wage Rates**

Adult Employees - Classification	Former Award Wage Rate (Per Week) 26 October 2007 \$	Minimum Award Wage Rate (Per Week) 26 October 2008 \$
Baker	566.00	588.60
Secondary Processing Operator - Grade 1	566.00	588.60
Automatic Packaging Machinist	559.90	582.30
Dough Mixer and Syrup Maker	559.70	582.10
Secondary Processing Operator - Grade 2	559.70	582.10
Biscuit Forming Machine Operator - Grade 1	559.70	582.10
Wafer Makers	557.50	579.80
Storeperson	553.40	575.50
Biscuit Forming Machine Operator - Grade 2	553.40	575.50
Stackerperson	552.30	574.40
Brakesperson	551.80	573.90
Truck Stacker	548.60	570.50
Other Mixer	548.40	570.30
Secondary Processing Operator - Grade 3	548.30	570.20
Biscuit Forming Machine Operator - Grade 3	548.30	570.20
Oven Serviceperson	547.70	569.60
Assistant Mixer	544.70	566.50
Platform Hand, 1st Class	544.70	566.50
Automatic Packaging Machine Operator	544.30	566.10
Depot Hand	544.10	565.90
Tea Attendant	541.30	563.00
Packer (Delivery)	540.70	562.30

Platform Hand	540.10	561.70
Line Hand	540.10	561.70
Checker	539.50	561.10
General Hand	539.20	560.80
Packer	535.90	557.30
Tin Washer	535.60	557.00
Fixer	535.60	557.00
Other Employees	535.60	557.00

Junior Employees	Percentage of the rate prescribed for "other employees"
Under 16 years of age	54
At 16 years of age	59
At 17 years of age	68
At 18 years of age	74
At 19 years of age	78
At 20 years of age	87

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount per week \$
1	17 (i)(b)	Leading Hands - In charge of up to 10 employees	19.90
		In charge of more than 10 employees and not more than 20 employees	33.30
		In charge of more than 20 employees	42.85
2	17 (i)(c)	Line Hands	7.35
3	20 (vi)	Tea Money	11.05
4	23	Laundry Allowance	8.84

3. This variation shall take effect from the first pay period commencing on or after 26 October 2008.

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

(043)

**SERIAL C6791****BOWLING AND GOLF CLUBS EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1778 of 2008)

Before Commissioner McLeay

23 October 2008

**VARIATION**

1. Delete subclause (iii) of clause 8, Rates of Pay, of the award published 15 April 2005 (350 I.G. 109) and insert in lieu thereof the following:
  - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	Rate Per Week \$
5 Day Worker	
Level 1	562.70
Level 2	586.10
Level 3	607.90
Level 4	642.90
Level 5 (Bowling Club)	664.70
Level 5 (Golf Clubs)	686.30
Level 6 (Golf Club)	727.60
5 & ½ Day Worker	
Level 1	574.10
Level 2	597.50
Level 3	619.10
Level 4	654.20
Level 5 (Bowling Club)	675.90
Level 5 (Golf Club)	695.60
Level 6 (Golf Club)	738.90

**Table 2 - Apprentices**

Apprentice's year of apprenticeship	% of skilled tradesperson's minimum weekly rate (Greenkeeper Level 4)	Rate Per Week \$
<b>5 Day Week</b>		
1st	50	321.45
2nd	58	372.90
3rd	68.5	440.40
4th	78	501.45
<b>5 &amp; ½ Day Week</b>		
1st	50	327.10
2nd	58	379.40
3rd	68.5	448.10
4th	78	510.20

**Table 3 - Other Rates and Allowances**

Item No	Clause	Brief description	Amount
1	27	Motor vehicle allowance	\$0.57 per kilometre
2	17	Meal allowance	\$9.60
3	30	First Aid allowance	\$2.08 per day

**Table 4 - Youth Rates**

Youths	Percentage of Greenkeeper Level 1	5 Day Week - Rate Per Week \$	5 & ½ Day Week - Rate Per Week \$
16 years and under 17 years	45	253.20	258.35
17 years and under 18 years	50	281.35	287.05
18 years and under 19 years	60	337.62	344.45
19 years and under 20 years	80	450.16	459.30
20 years and under 21 years	100	562.70	574.10

Note: These allowances are contemporary for expense related allowances as at 30 March 2008 and for work related allowances are inclusive of adjustment in accordance with the June 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

- This variation shall take effect from the first full pay period to commence on or after 24 September 2008.

J. McLEAY, Commissioner

---

Printed by the authority of the Industrial Registrar.

(050)

SERIAL C6766

## BREEDING AND RAISING OF PIGS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1768 of 2008)

Before Commissioner Murphy

22 September 2008

### VARIATION

1. Delete subclause (i) of clause 3, Rates of Pay - Adults and Juniors, of the award published 20 July 2001 (326 I.G. 371) and insert in lieu thereof the following:
  - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (a) any equivalent over-award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case increases and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Rates of Pay**

Classification	SWC 2007 Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Piggery Attendant Level 1	524.40	4%	545.40
Piggery Attendant Level 2	541.10	4%	562.70
Piggery Attendant Level 3	563.60	4%	586.10
Piggery Attendant Level 4	584.55	4%	607.95
Piggery Attendant Level 5	600.60	4%	624.60
Senior Piggery Attendant Level 1	618.20	4%	642.90
Senior Piggery Attendant Level 2	639.20	4%	664.80

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	3(ii)	Leading Hand Allowance	21.50 per week	22.40 per week
2	18(i)	Meal Allowance	10.20 per meal	10.85 per meal
3	19	First-Aid Allowance	1.90 per day	2.00 per day

"Note": These allowances are contemporary for expense related allowances as at 30 June 2008 and for work related allowances are inclusive of adjustment in accordance with the 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 October 2008.

J. P. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## **BRICK AND PAVER INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5937 published 12 October 2007

(363 I.G. 1483)

(No. IRC 1113 of 2007)

### **CORRECTION**

1. In instruction 2, for the figure of "585.50" appearing against the classification "Division D" in the column titled "Totals Per Week" in table (a) Automated and Semi-automated Yards, of Table 1 - Wages, substitute the figure "603.50".

G. M. GRIMSON *Industrial Registrar.*

---

Printed by the authority of the Industrial Registrar.



(057)

**SERIAL C6821****BRICK AND PAVER INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1756 of 2008)

Before Commissioner Macdonald

24 September 2008

**VARIATION**

1. Delete subclause 5.2.1 of clause 5.2, Wages, of Part 5, Wages and Related Matters, of the award published 1 September 2000 (318 I.G. 236) and insert in lieu there of the following:

## 5.2.1 State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case of 2008. This adjustment may be offset against

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

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00/15.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0
June 2008	4.0%	4.0

2. Delete B, Monetary Payments, and insert in lieu thereof the following:

**PART B****MONETARY PAYMENTS****Table 1 - Wages**

- (a) Automated and Semi-automated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment %	Total Per Week \$
Division A	558.60	4.0	580.90
Division B	575.50	4.0	598.50
Division C	588.50	4.0	612.00
Division D	603.50	4.0	627.60
Division E	628.40	4.0	653.50

## (b) Manually Operated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment %	Total Per Week \$
Division A	558.60	4.0	580.90
Division B	571.30	4.0	594.20
Division C	575.50	4.0	598.50
Division D	588.50	4.0	612.00
Division E	628.40	4.0	653.50

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5.1.3	Leading Hand	33.29 per week
2	6.3.3	Meal allowance	8.90, then 7.36 for each subsequent meal
3	5.5.2(a)	Shift allowance - rotating day-afternoon, day-night, day-afternoon-night shift	8.28 per shift
4	5.5.2(b)	Shift allowance - rotating afternoon-night or permanent afternoon shift	12.32 per shift
5	5.5.2(c)	Shift allowance - permanent night shift	24.41 per shift
6	5.6.1	Piecework	2.31 per day
7	5.6.6	Hand Setting - Intermittent Fired Kilns - Standard Bricks	0.42 per thousand
		Hand Setting - Intermittent Fired Kilns - Outsize Bricks	0.89 per thousand
8	5.6.6	Hand Setting - Standard Face Bricks - Outsize Bricks	0.45 per thousand 0.73 per thousand
9	4.6.3	Attending - 3 Oil Fired Kilns	11.53 per shift or part thereof
		- 4 Oil Fired Kilns	26.38 per shift or part thereof
10	4.7.6	Stacking Bricks - up to 9 metres from wicket	2.90 per thousand
		- more than 9 metres from wicket	0.92 per thousand for each further 9 metres or part thereof
		- Classers - more than 37 metres from wicket	1.74 per thousand, then 1.14 for each additional 9 metres
11	5.5.3	Travel allowance	3.70 per day
12	5.5.4	Manganese Dioxide - handling	0.56 per hour
13	5.5.5	First-aid	2.14 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2009.

A. W. MACDONALD, Commissioner.

## **BUILDING CRANE DRIVERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6734 published 31 October 2008

(366 I.G. 849)

(No. IRC 1105 of 2008)

### **CORRECTION**

1. For instruction 2, insert above the second table the following table title:

#### **Table 2 - Other Rates and Allowances**

G. M. GRIMSON *Industrial Registrar.*

---

Printed by the authority of the Industrial Registrar.

(074)

**SERIAL C6704**

## **BUTCHERS' WHOLESALE (NEWCASTLE AND NORTHERN) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1272 of 2008)

Before Commissioner Tabbaa

19 August 2008

### **VARIATION**

1. Delete subclause 27.3 of clause 27, Wages, of the award published 2 March 2001 (322 I.G. 727) and insert in lieu thereof the following:

#### 27.3 Arbitrated Safety Net Adjustment

27.3.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against;

- (a) any equivalent over award payments, and/or;
  - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates of adjustments.
2. Delete Appendix 1 - Wages, and Appendix 2 - Other Rates and Allowances, of Part 9, Appendix, and insert in lieu thereof the following:

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

	Total Weekly Classification	Total Weekly Rate \$
1	Slaughterperson	612.10
2	Employee Grading beef carcasses	574.70
3	Employee weighing and/or recording	568.70
4	Knocker down and/or shackler and/or employee opening up neck and tying weasand before hoisting to bleeding rail	572.00
5	Slaughterhouse labourer whose work includes trimming carcasses after slaughter persons, skinning heads, removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep	568.70
6	Employee skinning feet and taking out sinews	567.60
7	Tripe persons and employee cutting, turning and washing tripes and cutting and washing bibles	567.60
8	Slaughterhouse Labourer	563.00
9	Laundry Attendant	563.00
10	Stockperson (working under conditions of the stock person clause)	569.50
11	Stockperson, stock receiver and penner-up	565.30
12	Yard person and general labourer	558.40
13	Freezer room employee	567.60
14	Dripping and/or lard operator, tallow person, digester person and/or dry melter operator, expeller and/or dryer attendant	570.50
15	Mill hand, by-products labourers and save-all attendant	560.80

Casing Cleaning Department		
16	All-round person	572.30
17	Employee trimming and sliming bungs and bladders and sliming runners	565.30
Boning Department		
18	Boner	589.70
19	Slicer and/or sawyer	575.60
20	Trimmer	568.70
21	Weigh person	565.10
22	Packer, strapper, wiring and/or gluing machine operator	563.00
23	Shop person/butcher	597.10
Motor Wagon Drivers		
24	Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons) For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra  For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 (8 tons) but not exceeding 12,192 kg (12 tons) extra  For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons) when a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages	569.60 1.94  1.51  1.21
25	Driver of tractor under 50 h.p. or forklift driver	569.60
26	Driver of bulldozer	569.60
27	Loader	578.40
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	568.70

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

Age	Percentage of Classification 12-General Labourer	Total Weekly Rate \$
At 15 years of age	36%	201.00
At 16 years of age	48%	268.00
At 17 years of age	60%	335.00
At 18 years of age	74%	413.20
At 19 years of age	87%	485.80
At 20 years of age	Adult rates	

Upon any adjustment, junior rates to be calculated to the nearest ten cents.

## APPENDIX 2

### Other Rates and Allowances

T2.1 Other rates and allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No.	Clause No.	Brief Description	Amount \$
1	34.1	Alternating Shifts - per shift	9.66
2	31.5	Afternoon Shift - per shift	13.88
3	32.9.1	Extraordinary Hours Allowance per day	8.34
4	35.5	Horse Allowance - per week	15.71
5	33.3	Meal Money - per meal	9.41

6	29.1	Temperature Allowance - per hour Below minus 1 degree celsius Below minus 16 degree celsius Below minus 20 degree celsius Below minus 26 degree celsius	0.49 0.78 1.44 2.15
7	29.2	Freezing Room Allowance - per hour	0.53
8	29.4	Temperature Allowance - per hour	0.53 0.84
9	10.1	Rovers Allowance - per day	3.23
10	20.1.2	Bull Penalty - per head	3.23
11	23.1	Dog Allowance - per dog per week	8.10
12	23.3	First Aid Attendant - per day	3.87
13	23.4	Leading Hand - per week	28.96
14	23.5.1	Pedestrian Stacker - Cold Temperature - per week	14.94
15	23.5.2	Pedestrian Stacker - per week	11.04
16	23.5.3	Fork Lift - per week	7.77
17	17.1.1	Objectionable Work - Ordinary Hours	3.57
18	17.1.2	Objectionable Work - Outside Ordinary Hours per sheep, calf or pig per head of cattle	4.17 17.73
19	17.1.3	Objectionable Work - on Sundays and Public Holidays - per sheep, calf or pig per head of cattle	6.39 25.68
20	17.1.4	Condemned Carcass Allowance - per day	3.57
21	17.1.5	Brucella Reactor - per day	8.07
22	17.1.6	Work in Artificially Increased Temperature - per hour	0.49
23	17.1.7	Foetal Blood Extraction Allowance - per day	8.07
24	13.4	TP Slaughtering Allowance - all type of Animals per day per half day	5.26 2.64
25	13.5	TP Slaughtering Allowance - two types of animals per day per half day	4.50 2.16
26	13.6	TP Slaughtering Allowance - one type of animal per day per half day	3.23 1.57
27	51.2	Knife Allowance - Slaughterpersons, boners and labourers skinning cattle, heads and feet - per week per day Other employees using a knife - per week per day	3.76 0.74 2.70 0.50
28	49.1(a)	Clothes Allowance - per day	1.60
29	49.1(b)	Laundry Allowance - per day	1.30
30	49.1(c)	Clothes Allowance - per day	0.42
31	49.3	Clothes/Laundry Allowance - (Employees not covered by Items 28-30 of this Appendix)	
	(a)	Clothes Allowance - per day	0.78
	(b)	Laundry Allowance - per day	0.62
	(c)	Clothes Allowance - per day	0.18
32	46.5(b)	TP Boner Allowance	1.82

3. This variation shall come into effect from the first full pay period on or after 22 November 2008.

I. TABBAA, Commissioner

---

Printed by the authority of the Industrial Registrar.

(099)

SERIAL C6757

**CEMETERY AND CREMATORIA EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Funeral and Allied Industries Union of New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1879 of 2008)

Before Commissioner Bishop

3 October 2008

**VARIATION**

1. Delete subclause (i) of clause 6, Wages, of the award published 22 July 2005 (352 I.G. 614), and insert in lieu thereof the following:

- (i) The rates of pay shall be the minimum to be paid to weekly employees in the classifications as set out in Table 1 of Part B of this award:

The rates of pay in this award include the adjustments payable under the State Wage Case 2006, 2007, and 2008. 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 paragraph (a), (b) (c) and (d) of subclause (iv) of clause 6 Wages, and insert in lieu thereof the following:

- (iv) An employee required to do any work in connection with an exhumation shall receive an allowance for each body exhumed in addition to his/her ordinary wage as set out in Part B, Monetary Rates, of Table 2 - Allowances.

3. Delete clause 8, Leading Hand, and insert in lieu thereof the following:

**8. Leading Hand**

Where an employer in his/her sole discretion appoints an employee as a leading hand, such an employee shall be paid an allowance per week as set out in Part B, Table 2, above his/her appropriate classification as provided for in subclause (i) of Clause 6 - Wages, of this award.

4. Delete of clause 11, Tea Money, and insert in lieu thereof the following:

**11. Tea Money**

- (i) Employees required to work overtime for more than two hours after their ordinary ceasing time on any day, Monday to Friday inclusive, and who have not been so advised the day previously, shall be paid a meal allowance as set out in Part B, of Table 2.
- (ii) Employees who are advised that they are required to work overtime and who are not so required to work shall be paid a meal allowance as set out in Part B, of Table 2.



5. Delete clause 25, First Aid Allowance and insert in lieu thereof the following

### 25. First Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body shall be paid an allowance per week as set out in Part B, of Table 2, if the employee is appointed by an employer to perform first-aid duty.

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

## PART B

### MONETARY RATES

Table 1 - Wages

Classification	Base Rate \$	New Base Rate 2006 SWC \$	Hourly Rate \$	New Base Rate 2007 SWC \$	Hourly Rate \$	New Base Rate 2008 SWC \$	Hourly Rate \$
General Hand	587.59	607.59	15.99	627.59	16.52	652.69	17.18
5 yrs	599.45	619.45	16.30	639.45	16.83	665.03	17.50
10 yrs	611.31	631.31	16.61	651.31	17.14	677.36	17.83
15 yrs	623.17	643.17	16.93	663.17	17.45	689.70	18.15
Grave Digger	615.09	635.09	16.71	655.09	17.24	681.29	17.93
5 yrs	627.64	647.64	17.04	667.64	17.57	694.35	18.27
10 yrs	640.19	660.19	17.37	680.19	17.90	707.40	18.62
15 yrs	652.74	672.74	17.70	692.74	18.23	720.45	18.96
Transformer Hand	611.19	631.19	16.61	651.19	17.14	677.24	17.82
5 yrs	623.64	643.64	16.94	663.64	17.46	690.19	18.16
10 yrs	636.09	656.09	17.27	676.09	17.79	703.13	18.50
15 yrs	648.54	668.54	17.59	688.54	18.12	716.08	18.84

7. Insert after Table 1 Wages in Part B, the following new Table 2:

Table 2 - Allowances

Clause. No	Brief Description	Amount 2006 SWC \$	Amount 2007 SWC \$	Amount 2008 SWC \$
6(iv)	Body has been buried for 14 days or less	60.92 p.w.	63.36 p.w.	65.89 p.w.
6(iv)	>14 days but < 7 yrs and has been artificially embalmed	73.07 p.w.	75.99 p.w.	79.03 p.w.
6(iv)	>14 days but < 7 yrs and has not been artificially embalmed	121.85 p.w.	126.72 p.w.	131.79 p.w.
6(iv)	Body buried > 7 yrs	60.92 p.w.	63.36 p.w.	65.89 p.w.
8	Leading Hand	29.99 p.w.	31.19 p.w.	32.44 p.w.
11(i)	Meal Allowance	10.50 p.d.	10.91 p.d.	11.38 p.w.
11(ii)	Meal Allowance	6.51 p.d.	6.76 p.d.	7.05 p.w.
25	First Aid	8.21 p.w.	8.54 p.w.	8.88 p.w.

8. The 2006 and 2007 variations shall take effect from the beginning of the first pay period to commence on or after 3 October 2008.

9. The 2008 variation shall take effect from the beginning of the first pay period to commence on or after 3 October 2009.

E. A. R. BISHOP, Commissioner.

---

Printed by the authority of the Industrial Registrar.

(1781)

**SERIAL C6698****CFMEU ENTERPRISE AWARD EXPIRING 1 OCTOBER 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 731 of 2008)

Before Commissioner Tabbaa

20 August 2008

**REVIEWED AWARD**

1. Title
2. Definitions
3. Parties And Persons Bound
4. Relationship To Parent Award
5. Duration Of The Award
6. No Extra Claims
7. Union Consultative Committee
8. Objectives
9. Wage Rates/Remuneration
10. Terms Of Employment
11. Payment Of Wages
12. Training And Related Matters
13. Annual Leave
14. Dispute Settlement Procedures
15. Occupational Health And Safety
16. Union Drug And Alcohol Policy
17. Hours Of Work / Rostered Days Off/Overtime
18. Officer Awareness
19. No Disadvantage
20. Long Service Leave
21. Picnic Day
22. Sick Leave
23. Time Off In Lieu Of Unpaid Overtime
24. Clothing And Footwear Allowance
25. Living Away From Home
26. Overtime Meal Allowance
27. Fares Allowance
28. Maternity Leave
29. Counselling And Disciplinary Procedures
30. Discrimination And Sexual Harassment
31. Preservation Of Employee Entitlements
32. Declaration

Appendix A  
Weekly Wages and Increases

APPENDIX B  
Counselling and Disciplinary Procedures/Termination of  
Employment

APPENDIX C  
Discrimination & Sexual Harassment

### 1. Title

This Enterprise Award shall be known as the:

CFMEU Enterprise Award expiring 1 October 2011.

### 2. Definitions

Parent Award: Building and Construction Industry (State) Award (hereinafter referred to as "the Parent Award")

Employer: Construction Forestry Mining and Energy Union Construction and General Division New South Wales Branch (hereinafter referred to as "the Union")

The Award: CFMEU Enterprise Award expiring 1 October 2011 (hereinafter referred to as "the Award")

Secretary: Shall mean the person holding the office of State Secretary of the Construction Forestry Mining and Energy Union Construction and General Division New South Wales Branch.

President: Shall mean the person holding the office of State President of the Construction Forestry Mining and Energy Union Construction and General Division New South Wales Branch.

Committee of Management: Shall mean the body referred to under the registered rules of the Construction Forestry Mining and Energy Union Construction and General Division New South Wales Branch.

Executive Officers: Shall mean the State Secretary, State Assistant Secretaries and State President and Industrial Co-ordinator of the Construction Forestry Mining and Energy Union Construction and General Division New South Wales Branch.

Officer(s): Shall mean the State Secretary, State President, State Assistant Secretary, State Organiser, Legal, Industrial, Wages Claims, Enterprise Agreement and Occupational Health and Safety Officers and persons appointed temporary State Organisers by decision of the Committee of Management.

Normal Rate of Pay: Shall mean the applicable wage rate per hour day or week including Branch Service Increments but excluding all allowances.

### 3. Parties and Persons Bound

- (a) The Construction Forestry Mining and Energy Union Construction and General Division New South Wales Branch is the employer with regard to section 11 of the *Industrial Relations Act 1996*.
- (b) Officers of the Union as defined are the Employees to which this Award relates with regard to section 12(1) of the *Industrial Relations Act 1996*.

### 4. Relationship to Parent Award

- (a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- (b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

### 5. Duration of the Award

This Award shall apply from 1 March 2008. The Award shall remain in force until 1 October 2011.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the CFMEU Enterprise Award expiring 1 October 2011 published 10 June 2005 (351 I.G. 808), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 March 2008

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

#### **6. No Extra Claims**

It is a term of this Award that Officers, will not pursue any further claims during its period of operation.

#### **7. Union Consultative Committee**

The Union will establish and maintain, a Consultative Committee as a forum for effective communication between the parties. Regularly convened officers meetings are the appropriate forum.

#### **8. Objectives**

Working as an Officer of a trade union is fundamentally different to that of working for other employers. Trade unions are not profit making enterprises creating wealth for individuals. Trade unions are organizations established to maintain and improve the wages, working conditions and safety of workers in their designated industries and within the broader trade union movement.

The principles that guide the duties and responsibilities of an Officer of the Union are contained within the rules and objectives of the Union and the statement of duties that is endorsed by the Committee of Management of the Union from time to time.

This Award has the following objectives

- (a) To provide a culture for change
- (b) To provide Officers with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging
- (c) To improve the viability of the Union.
- (d) To improve efficiency and flexibility by changing the way work is organised
- (e) To promote rank and file member satisfaction through improved efficiency, quality of work and performance
- (f) To pursue the implementation of quality assurance and a total quality system
- (g) To maintain and enhance occupational health and safety performance
- (h) To eliminate discrimination and sexual harassment (See Appendix C)
- (i) To foster and encourage affirmative action principles
- (j) To provide opportunities for injured Officers through rehabilitation
- (k) To pay Officers fair wages and provide enhanced employment conditions

## 9. Wage Rates/Remuneration

### 9.1 Wage Increases

- (a) Officers will be paid in accordance with the classification structure and wage rates in Appendix A of this Award.
- (b) Additional wage increases will apply during the life of this Award as per Appendix A
- (c) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales

It is agreed that there will be no other increases to wages or allowances for Officers under this Award.

### 9.2 Redundancy

Redundancy or redundant means the termination or cessation of employment of an Officer for any reason.

In respect of redundancy benefits:

- (a) The Union agrees to make redundancy contributions in respect of Officers covered by this Award to the Australian Construction Industry Redundancy Trust (ACIRT)

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- (b) Officers will be entitled to a redundancy benefit for each week of service with the Union being the greatest of the following amounts:
  - (i) the amount payable by the Union to ACIRT in accordance with this Award or
  - (ii) the amount prescribed by the relevant Award and or
  - (iii) any amount prescribed or awarded by a relevant industrial tribunal

Where there is a higher entitlement under (b) ii) and or (b) iii) of this clause the Officer will be paid direct this entitlement minus the balance that has already been paid into ACIRT by the Union for this period of employment.

- (c) The Union shall pay into ACIRT for all Officers a contribution in accordance with Appendix A of this Award.
- (d) An Officer may elect to have this weekly redundancy benefit converted into wages. Should this choice be exercised, the payment shall not attract any loading whilst the Officer is on annual/long service leave. This payment into ACIRT or where determined otherwise, e.g. into wages etc, shall be in lieu of any redundancy entitlement on termination/redundancy with the Union unless there is a greater entitlement as determined by law. In such circumstances the Officer shall be paid the legal entitlement minus any payment into ACIRT or additional payment into wages in lieu of the ACIRT contribution.

### 9.3 Superannuation

The Union shall make superannuation payments monthly into C+Bus.

These contributions are inclusive of any Officer superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Union will allow Officers to make additional contributions to their C+Bus account by way of genuine salary sacrifice, i.e., from pre-tax earnings.

The Union shall pay the following contributions into C+Bus for Officers.

Officers with less than one year's service - Superannuation shall be in accordance with the superannuation guarantee levy (currently 9%) payable on the normal rate paid, including the prescribed meal allowance and fares allowance where applicable.

Officers with more than one year's service - Superannuation shall be 11% of the normal rate paid including the prescribed meal allowance, fares allowance and service increments where applicable.

Officers may elect to have monies in excess of the superannuation guarantee contribution paid, not as superannuation, but directly as part of their weekly wages or alternatively into ACIRT.

Should this choice be exercised for this additional payment to be made in wages, the additional amount shall not attract any loading whilst the Officer is on annual/long service leave.

#### 9.4 Top-Up Workers Compensation Insurance / 24 Hour Income Protection

The Union shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Officers.

### 10. Terms of Employment

Prospective Officers may be required to undertake a pre-engagement medical examination.

An Employee may be engaged on a part-time basis under the terms of this Award, subject to this clause.

An Employee may be engaged on a part-time basis for a number of hours which shall average less than 38 hours per week.

An Employee so engaged shall be paid per hour 1/38 of the weekly rate prescribed by Appendix A - Wages, as their remuneration for the classification in which the Employee is engaged.

The parties agree that in the spirit of this Award, terminations would be consistent with the objectives and goals of the Union. Termination of employment shall be decided on, but not limited to issues such as skills and ability, experience, general performances and the registered rules of the Union. Officers will be consulted and advised in respect of what criteria is used to determine redundancies.

The Union will ensure there will be fair treatment in the selection of Officers for redundancy. When an Officer leaves of his / her own accord, their termination pay will be banked into their account at the end of the next pay period. Where the Union terminates an Officer, termination pay will be paid by cheque or through electronic funds transfer into the Officers bank account as per the relevant Award provision.

Where employment is terminated by the Union, payment in lieu of notice shall be at the normal rate of pay only (as provided in Appendix A of this Award). Payment for superannuation, redundancy and / or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

### 11. Payment of Wages

Except as provided below the Award conditions shall apply. In lieu of Clause 23.1 of the Parent Award, the following shall apply:

- (a) All wages, allowances and other monies may be paid by electronic funds transfer

## 12. Training and Related Matters

12.1 The parties recognise that in order to increase the efficiency and productivity of the Union a commitment to structured training and skill development is required.

Accordingly the Union agrees to:

- (a) Provide Officers with the opportunity to acquire additional skills through appropriately structured training
- (b) Encourage Officers to seek formal recognition of skills.

12.2 The Union will consult Officers in respect of appropriate training which:

- (a) Is consistent with Union business requirements and objectives.
- (b) Is relevant to the needs and expectations of Officers and the Union.
- (c) May be taken either on or off the job

Any training costs and including wages for authorised courses will be paid by the Union. The Union will not be requested to meet the costs of training undertaken, which is not approved.

## 13. Annual Leave

An Officer may elect to have annual leave in single day increments. Where an Officer elects to take such annual leave adequate notice shall be given to the Union.

Where there is consistent broken service without an acceptable reason by an Officer no notice shall be required by the Union to activate Clause 32.5 of the Parent Award.

A loading on all annual leave entitlements may be paid at the discretion of the Committee Of Management. Any discretionary loading is made in recognition that Officers are required to attend to matters affecting the Union's membership where reasonable and unless impracticable during periods of annual leave. Further, that annual leave is not always available at the time the Officer desires due to the needs of the membership.

Annual leave should be taken as soon as possible after it falls due.

Once ten (10) weeks annual leave is accrued the Officer shall be notified and requested by the President of the Union or nominee to take at least four (4) weeks leave or more. Should the leave entitlement continue to exceed ten (10) weeks, in the following six (6) months after notification from the President of the Union or nominee has been given, the whole or balance of the said leave shall be paid out and the Officer required to have the period of annual leave.

Provided that approval may be gained for accruing annual leave beyond ten (10) weeks for reasonable requirements such as extended overseas travel or parental leave requirements.

All other Parent Award conditions shall apply.

## 14. Dispute Settlement Procedures

14.1 Procedures relating to grievances of individual Officers are as follows:

- (a) The Officer is required to notify (in writing or otherwise) the appropriate Executive Officer as to the substance of the grievance. At a meeting with the appropriate Executive Officer called to discuss the grievance, the Officer shall state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority.



- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the Union must provide a response to the grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.

Unresolved matters may be formally submitted to the Union's Committee of Management, that body's decision being accepted as the full and final resolution of the matter. Individual rights to the process of legal appeal are not affected.

### **15. Occupational Health and Safety**

All occupational health and safety issues will be resolved in strict accordance with the relevant legislation.

The most qualified or appropriate person will render first aid.

Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless there is no safe access to working areas. However, any problem of access shall be immediately rectified and the Officer(s) will use alternate safe access to such working areas while the usual access is being rectified.

If a safety problem arises, the matter shall be brought to the attention of the immediate Executive Officer. He / she shall organise to have the problem rectified and the Officer(s) relocated to safe work areas whilst rectification work is being carried out.

Should a disagreement arise over a safety issue, immediate inspection of the area involving both the Union and the site safety representative shall take place.

Provided that any disagreements between the Union and the Site Safety Representative(s) shall be determined by the recommendation of a WorkCover NSW Inspector.

The Union will ensure all appropriate Officers complete the WorkCover accredited Occupational Health and Safety Induction Course.

Nothing in this clause is to be construed to imply that an Officer does not carry out safety inspections during the course of their work.

### **16. Union Drug and Alcohol Policy**

Under no circumstances will any Officer affected by alcohol and / or affected by any other drug be permitted to work.

If an Officer is affected by alcohol or any other drug and is sent home to recover, he / she will not be paid for the lost time. Incidents concerning drugs or alcohol shall be dealt with in accordance with the Building Trades Group (BTG) of Unions Drug and Alcohol Safety Rehabilitation Program.

### **17. Hours of Work / Rostered Days Off/Overtime**

#### **17.1 Hours of Work**

Consistent with the objectives of this Award, the parties have agreed to organise the hours of work to suit the requirements of the Union whilst also giving Officers greater flexibility in organising their rostered days off (RDO's).

Work will be performed between 7.00 am and 5.00 pm. Where agreement is reached with the relevant Officer a different start and finish time may apply.

All Officers employed under the terms prescribed herein shall be encouraged to work extra voluntary hours in special circumstances such as campaigns, accidents, emergencies etc, so as to ensure maximum service to membership.

### 17.2 Rostered Days Off

- (a) The ordinary working hours shall be worked in a 19 day cycle, Monday to Friday inclusive, with a day accruing as a paid rostered day off (RDO). The accrual applies on all ordinary days worked (except RDO's and Saturdays) and paid leave. A rostered day off shall be taken as provided below and travelling allowance for those Officers in receipt of such allowance shall be paid.
- (b) RDO's may be banked each calendar year. These RDO's may be taken as a group of consecutive days or any other combination as may be agreed.
- (c) Officers will be paid all unpaid RDO accruals on termination.

### 17.3 Overtime

The wages paid in accordance with Appendix A are aggregated therefore overtime and/or any other hourly payment is not made in respect to additional hours unless specifically mentioned elsewhere in this Award.

## 18. Officer Awareness

All current Officers will be given a copy of this Enterprise Award, along with all future Officers upon commencement.

## 19. No Disadvantage

Arising from the implementation of this Award, no Officers will suffer a disadvantage in respect of rates of pay and conditions of employment.

## 20. Long Service Leave

For each ten (10) years of continuous service an Officer shall receive an entitlement to thirteen (13) weeks long service leave.

After five (5) years of continuous service as an Officer, upon termination of employment for any reason other than as a result of substantial breach of the rules, gross misconduct, gross neglect of duty, misappropriation of funds, the Officer shall receive a pro rata payment.

A loading on long service leave entitlements may be paid at the discretion of the Committee Of Management. Any discretionary loading is made in recognition that Officers are required to attend to matters affecting the Unions membership where reasonable and unless practicable during periods of long service leave. Further, it is recognised that long service leave is not always available at the time the Officer desires due to the needs of the membership.

In the event of death, long service leave entitlements shall be paid to the estate of the Officer, to be distributed in accordance with law.

## 21. Picnic Day

Picnic day is the first Monday of December each year and Officers are requested to work on this day but are entitled to a day in lieu thereof, However; should an Officer elect not to take the day off in lieu they shall receive an additional days pay at the normal rate of pay.

## 22. Sick Leave

All Officers shall be entitled to twenty (20) accrued sick leave days per year of service.

On the first day of the calendar month after commencement 1.66 days shall be accrued to an Officer and a further 1.66 days shall be accrued on the first day of each calendar month thereafter to a maximum of 220 days.

A doctor's certificate shall be required for more than two (2) consecutive days of sick leave or where there are excessive sick leave absences as determined by the President in order to be paid.

### **23. Time Off in Lieu of Unpaid Overtime**

Officers working the hours of this Award shall be allowed an additional five (5) ordinary working days off work with pay immediately following the Christmas close down period as determined from time to time.

However, an Officer may elect to have such days deducted from his/her annual leave entitlement. If such an election is made the Officer shall receive in addition to the annual leave entitlement, a further five (days) paid at the normal rate of pay. An Officer commencing work after 1st January each year or having leave without pay during the year will receive this entitlement pro-rata. This entitlement is only payable where an Officer has undertaken unpaid work during the year.

Should an Officer be required to work on a Saturday or a public holiday of a long weekend, other than the Christmas and/or New Years day long weekend, they shall receive a day in lieu for each day worked.

### **24. Clothing and Footwear Allowance**

In order to reimburse for expenses associated with safety clothing, footwear and other safety apparel including the laundering thereof each Officer shall be paid an annual allowance in accordance with Appendix A of this Award in advance on 1 July each year. An Officer terminating after this date each year will have only a pro-rata entitlement with the period not worked deducted from termination pay.

This allowance is in recognition that Officers need not only to provide and launder safety clothing and other safety apparel but are required to purchase other clothing to professionally represent the Union at industry functions and various industrial tribunals etc.

### **25. Living Away from Home**

It is recognised that Officers may be required to work in regional areas to service the membership.

Reimbursement for accommodation, and agreed incidental expenses while on organising trips away from home will not be made to an Officer unless receipts and/or documentation, including a report which is submitted to the appropriate Executive Officer of the Union.

A payment of \$52.62 shall be made for each night away. Where breakfast is included in the accommodation cost, the payment shall be \$39.55. Where the evening meal is paid by the Union there is no entitlement. Where an Officer is required to live away from home, and this is verified, and the Union does not incur an accommodation expense, the allowance shall be \$79.13 per night.

These payments are to be increased 1 July each year in line with movements in the Consumer Price Index.

In special circumstances, e.g. overseas, interstate duties, a higher reimbursement to meet accommodation/meal expenses incurred may be authorised by the President of the Union or nominee.

### **26. Overtime Meal Allowance**

An overtime meal allowance of \$21.90 or such other amount as may be determined from time to time by the Australian Taxation Office as being an amount which is less than the taxable amount permitted. It shall be paid for each day when an Officer is required to work for at least one and a half (1 ½) hours after working eight (8) hours. The value of this allowance may be reviewed from time to time by the parties and amended following agreement.

### **27. Fares Allowance**

Officers who are not allocated a motor vehicle by the Union shall from 1 March 2008 be paid a fares and travelling allowance, in accordance with Appendix A of this Award, per week worked including RDO's, annual leave, long service leave and bereavement leave, provided that absence from work due to illness etc. within a

calendar year exceeding 20 days this allowance shall not be made during such absence. This payment is made for travel patterns which are peculiar to the industry which includes mobility requirements.

## **28. Maternity Leave**

### **Additional Maternity Leave Provisions**

- (a) Where a female Officer is eligible for maternity leave under the Parental Leave clause of the Award, she may also be entitled to be paid up to a maximum of six (6) weeks pay at the ordinary rate including increments where applicable, provided that:
  - i. the Officer has completed 18 months continuous paid service with the Union.
  - ii. the Officer resumes work in a full time capacity for a continuous period of not less than six (6) months on the completion of maternity leave.
- (b) Paid maternity leave is for the period immediately prior to and/or after the birth of the child.
- (c) The six (6) weeks of paid maternity leave counts as service for accrual purposes.
- (d) Female Officers eligible for paid maternity leave shall discuss with the President of the Union or nominee their return to work plan prior to commencing maternity leave and prior to returning to work from maternity leave.

## **29. Counselling and Disciplinary Procedures**

The Union recognises the importance of clear and understood counselling and disciplinary procedures. Attached hereto as Appendix B of this Award is the procedures adopted by the Union and agreed with by the Officers.

## **30. Discrimination and Sexual Harassment**

See Appendix C.

## **31. Preservation of Employee Entitlements**

The Union may utilise a fund to meet all or some of the entitlements to Annual Leave, Long Service Leave and Redundancy. Where the Union utilises such a fund payments made by a fund designed to meet the Unions liabilities under this clause to Employees eligible for redundancy or other entitlements shall be set off against the liability of the Union under this clause, and the Employee shall receive the fund payment or the benefit under the other provisions of this Award whichever is the greater, but not both.

## **32. Declaration**

The parties declare that this Enterprise Award:

- is not contrary to the public interest;
- was not entered into under duress;
- is not unfair, harsh or unconscionable.
- is in the interests of the parties.

## **APPENDIX A**

### **WAGES**

The President of the Union or nominee shall have the discretion to commence a new starter on the Officer Level 1 or Officer Level 2 rate, rather than the 'new entrant rate'. This discretion shall be exercised on the basis of the following criteria.

- (a) Industry experience/knowledge.
- (b) CFMEU (Construction and General Division) service.
- (c) Other union experience/knowledge.
- (d) Formal qualifications.
- (e) Age maturity.
- (f) Any other matters that have significant impact on performance and capacity.

Wages shall be paid by electronic funds transfer. The wage paid to Officers of the Union will be in accordance with the following schedule

#### Weekly Wages and Increases

Classification	3/3/2008	1/10/2008	1/3/2009	1/10/2009	1/3/2010	1/10/2010	1/3/2011
New Entrant	\$971.93	\$996.23	\$1,021.13	\$1,046.66	\$1,072.83	\$1,099.65	\$1,127.14
Officer Level 1	\$1,113.26	\$1,141.09	\$1,169.62	\$1,198.86	\$1,228.83	\$1,259.55	\$1,291.04
Officer Level 2	\$1,149.44	\$1,178.18	\$1,207.63	\$1,237.82	\$1,268.77	\$1,300.49	\$1,333.00
Co-ordinator	\$1,193.99	\$1,223.84	\$1,254.44	\$1,285.80	\$1,317.94	\$1,350.89	\$1,384.66
President & Assistant	\$1,282.90	\$1,314.97	\$1,347.85	\$1,381.54	\$1,416.08	\$1,451.48	\$1,487.77
Secretary							
Secretary	\$1,378.58	\$1,413.04	\$1,448.37	\$1,484.58	\$1,521.69	\$1,559.74	\$1,598.73

#### Branch Service Increments

Years of Service	3/3/2008	1/10/2008	1/3/2009	1/10/2009	1/3/2010	1/10/2010	1/3/2011
2 Years	\$8.18	\$8.39	\$8.60	\$8.81	\$9.03	\$9.26	\$9.49
3 Years	\$16.43	\$16.84	\$17.26	\$17.69	\$18.13	\$18.59	\$19.05
5 Years	\$32.92	\$33.74	\$34.59	\$35.45	\$36.34	\$37.24	\$38.18
7.5 Years	\$49.41	\$50.64	\$51.91	\$53.21	\$54.54	\$55.90	\$57.30
10 Years	\$65.78	\$67.42	\$69.11	\$70.83	\$72.60	\$74.42	\$76.28
15 Years	\$82.27	\$84.32	\$86.43	\$88.59	\$90.81	\$93.08	\$95.40
20 Years	\$98.72	\$101.19	\$103.72	\$106.31	\$108.97	\$111.69	\$114.48

These increments for service apply for service with the Union. However, the President of the Union or nominee may exercise discretion as to whether service with another division branch should be recognised in determining any applicable increment for service for a new Officer.

#### ACIRT Weekly Contributions

Years of Service	3/3/2008	1/10/2008	1/3/2009	1/10/2009	1/3/2010	1/10/2010	1/3/2011
New Entrant (2yrs or less)	\$68.00	\$68.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Organiser level 1	\$70.69	\$72.46	\$74.27	\$76.13	\$78.03	\$79.98	\$81.98
Organiser level 2	\$72.99	\$74.81	\$76.68	\$78.60	\$80.57	\$82.58	\$84.65
2 Years	\$73.51	\$75.35	\$77.23	\$79.16	\$81.14	\$83.17	\$85.25
3 Years	\$74.03	\$75.88	\$77.78	\$79.73	\$81.72	\$83.76	\$85.86
5 Years	\$75.08	\$76.96	\$78.88	\$80.85	\$82.87	\$84.95	\$87.07
7.5 Years	\$76.13	\$78.03	\$79.98	\$81.98	\$84.03	\$86.13	\$88.28
10 Years	\$77.17	\$79.10	\$81.07	\$83.10	\$85.18	\$87.31	\$89.49
15 Years	\$78.21	\$80.17	\$82.17	\$84.23	\$86.33	\$88.49	\$90.70
20 Years	\$79.26	\$81.24	\$83.27	\$85.35	\$87.49	\$89.67	\$91.92

Co-ordinator	\$75.82	\$77.71	\$79.66	\$81.65	\$83.69	\$85.78	\$87.93
2 Years	\$76.34	\$78.25	\$80.20	\$82.21	\$84.26	\$86.37	\$88.53
3 Years	\$76.86	\$78.78	\$80.75	\$82.77	\$84.84	\$86.96	\$89.14
5 Years	\$77.91	\$79.86	\$81.85	\$83.90	\$86.00	\$88.15	\$90.35
7.5 Years	\$78.96	\$80.93	\$82.95	\$85.03	\$87.15	\$89.33	\$91.56
10 Years	\$80.00	\$81.99	\$84.04	\$86.15	\$88.30	\$90.51	\$92.77
15 Years	\$81.04	\$83.07	\$85.14	\$87.27	\$89.46	\$91.69	\$93.98
20 Years	\$82.09	\$84.14	\$86.24	\$88.40	\$90.61	\$92.87	\$95.20
President & Assistant Secretary							
10 Years	\$85.64	\$87.78	\$89.98	\$92.23	\$94.53	\$96.89	\$99.32
15 Years	\$86.69	\$88.86	\$91.08	\$93.35	\$95.69	\$98.08	\$100.53
20 Years	\$87.73	\$89.93	\$92.17	\$94.48	\$96.84	\$99.26	\$101.74
Secretary							
20 Years	\$93.81	\$96.15	\$98.56	\$101.02	\$103.55	\$106.14	\$108.79

#### Fares and Travelling Allowance

	3/3/2008	1/10/2008	1/3/2009	1/10/2009	1/3/2010	1/10/2010	1/3/2011
Travel per Day	\$27.30	\$27.98	\$28.68	\$29.40	\$30.13	\$30.89	\$31.66

#### Clothing and Footwear Allowance

1/7/2008	1/7/2009	1/7/2010	1/7/2011
\$756.00	\$774.90	\$794.27	\$814.13

## APPENDIX B

### Counselling and Disciplinary Procedures/Termination of Employment

#### Counselling and Disciplinary Procedures

Upon commencement of employment an Officer will be advised of the following procedure. The procedure will apply in all cases where formal counselling and disciplinary action is necessary.

#### Performance / General Misconduct

In the event that an Officer fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following counselling procedure will be consistently applied.

#### Step 1 - Verbal Warning / Counselling

The State Secretary and/or President or their nominee shall have a discussion with the Officer in which it will advise him / her of the problems that it believes exist. The Officer will then have the opportunity to respond to the allegations. If appropriate the Union will then:

- Remind the Officer of the procedures;
- Issue a verbal first warning;
- Advise the Officer of the standards of improvement required
- A note of this warning will be maintained on file

#### Step 2 - First Written Warning / Improved Performance

If the Officer fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the State Secretary and/or President or their nominee shall have a further discussion with the Officer in which it will advise him / her of the problems that it believes exist. The Officer will then have the opportunity to respond to the allegations. If appropriate the Union will then issue a written warning detailing:

- The issues of concern;
- The standards of improvement required

#### Step 3 - Final Written Warning / Improved Performance

If the Officer fails to meet the standards of improvement in accordance with Step 2 within a reasonable period of time, the State Secretary and/or President or their nominee shall have a further discussion with the Officer and will advise him / her of the problems that is believe to exist. The Officer will then have the opportunity to respond to the allegations. If appropriate the Union will then issue a final written warning detailing:

- The issues of concern;
- The standards of improvement required;
- That it is a final written warning and that failure to meet the standards of improvement stated therein will lead to dismissal

The relevant Officer being counselled will be requested to sign a copy of the written warnings referred to in Step 2 and Step 3 of this clause.

#### Step 4 - Dismissal

If after receiving a final warning, the Officer repeats the same conduct within a reasonable period, then the Officer may be terminated

If the Officer fails to meet agreed standards of improvement in accordance with Step 3 within a reasonable period of time, the Union shall have a further discussion with the Officer in which it will advise him / her of the problems that it believes exist. The Officer will have the opportunity to respond to the allegations. If appropriate the Union may then issue a written notice of dismissal in accordance with this Award detailing the reasons for the dismissal

At all stages during this process the Officer has the right to involve a representative of their industrial organization in accordance with section 14 (3) of Industrial Relations Act 1996.

#### Serious and Wilful Misconduct

In the case of serious and wilful misconduct, the following procedure will be followed:

The Secretary and/or President shall have a discussion with the Officer in which it will advise him / her of the alleged serious and wilful misconduct. The Officer will have the opportunity to respond to the allegation. If appropriate the Union may then issue a written notice of dismissal detailing the reasons for the dismissal.

## APPENDIX C

### Discrimination & Sexual Harassment

- (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 ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent

with 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 legislation referred to in this clause.

In respect to this the aim of the Union is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the *Sex Discrimination Act 1984* and the *Anti Discrimination Act 1977*.

The Union fully complies with all applicable requirements of the federal and state legislation on discrimination, including, but not limited to discrimination on the grounds of religion, national origin, marital status, gender, disability or age.

There is an expressed commitment by the Union to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Sexual harassment is unacceptable behaviour, which is not asked for and can take many forms, obvious or subtle, direct or indirect. It can include, but is not limited to display of sexually suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive looks and comments, wolf whistling or physical contact and indecent assault.

Should there be an occurrence where a complaint of discrimination or sexual harassment has been received, the Union consultative committee where it has been established shall be responsible for assessing and reviewing the complaint matter, with the complete co-operation of management.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved.

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Executive Officers of the Union.

I. TABBAA, Commissioner



(155)

**SERIAL C6768**

## CLERICAL AND ADMINISTRATIVE EMPLOYEES IN TEMPORARY EMPLOYMENT SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1373 of 2008)

Before Commissioner Murphy

22 August 2008

### VARIATION

1. Delete Clause 10, Arbitrated Safety Net Adjustment of the award published 10 November 2000 (320 I.G. 56), and insert in lieu the following:

#### 10. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (a) Any equivalent over award payments, and/or
  - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete the amount of \$782.00 appearing in subclause (i) of clause 25, Exemptions, and insert in lieu thereof the following amount of \$813.00.
  3. Delete Part B Monetary Rates and insert in lieu the following:

### PART B

#### MONETARY RATES

**Table 1 - Rates of Pay**

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after 26 August 2008.

- (i) Adult Rates -

Grade	Former Weekly Rate	SWC 2008	Weekly Rate	Part-time Per Hour + Annual Leave 9%	Hourly + 15% + Annual Leave (1/12)
	\$	%	\$	\$	\$
4	659.90	4.0	686.30	19.70	22.50
3	618.20	4.0	642.90	18.45	21.10
2	584.50	4.0	607.90	17.45	19.95
1	563.60	4.0	586.10	16.80	19.20

## (ii) Junior Rates -

Age	Former Weekly Rate \$	SWC 2008 %	Weekly Rate \$	Part-time Per Hour + Annual Leave 9% \$	Hourly + 15% + Annual Leave (1/12) \$
Under 17 years of age	223.30	4.0	232.25	6.65	7.60
At 17 years of age	279.55	4.0	290.75	8.35	9.55
At 18 years of age	342.60	4.0	356.30	10.20	11.70
At 19 years of age	388.50	4.0	404.05	11.60	13.25
At 20 years of age	457.20	4.0	475.50	13.65	15.60

## (iii) Junior Rates - Equivalent to Grade 3 or above

Age	Former Weekly Rate \$	SWC 2008 %	Weekly Rate \$	Part-time Per Hour + Annual Leave 9% \$	Hourly + 15% + Annual Leave (1/12) \$
At 17 years of age	297.50	4.0	309.40	8.55	10.15
At 18 years of age	367.60	4.0	382.30	10.95	12.55
At 19 years of age	420.15	4.0	436.95	12.55	14.35
At 20 years of age	496.00	4.0	515.85	14.80	16.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7(iii)(b)	Shift workers meal allowance - beyond 1 hour	12.20
2	7(iii)(b)	Shift workers meal allowance - beyond 5 hours	12.20
3	12(iii)(a)	Overtime meal allowance - after 6.00 p.m.	12.20
4	12(iii)(b)	Overtime meal allowance - after 10.00 p.m.	12.20
5	20(iv)	Travelling expenses - vehicles 1500cc and under	95.25
6	20(iv)	Travelling expenses - vehicles over 1500cc	117.70
7	20(v)	Use of motor car on casual/incidental basis	0.65c per km
8	30(i)	First-aid allowance	10.10

4. This variation shall take effect from the first full pay period to commence on or after 26 August 2008.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

# ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 724 of 2008)

Before Commissioner Stanton

11 September 2008

## REVIEWED AWARD

### PART A

#### 1. Arrangement

Clause No.      Subject Matter

#### PART A

1. Arrangement
2. Definitions
- 2A. Secure Employment
3. Wages
4. Travel and Expenses
5. Tools
6. Payment of Wages
7. Living Away on Distant Work
8. Contract of Employment
9. Working Within Skills Competency and Training
10. Consultative Mechanism
11. Redundancy and Technological Change
12. Superannuation
13. Prohibitions
14. Apprentices
15. Special Rates
16. Multi-Storey Allowance
17. Distant Places
18. Hours of Work
19. Overtime
20. Holiday and Sunday Work
21. Shift Work
22. Sick Leave
23. Annual Leave
24. Other Leave
25. Shop Stewards
26. Notice Board
27. Amenities
28. First Aid
29. Miscellaneous Provisions
30. Anti-Discrimination
31. Dispute Settlement Procedure
32. Incidence, Scope And Application
33. Duration
34. Leave Reserved

- 34A. Traineeships
- 35. Deduction of Union Membership Fees
- 36. Motor Vehicles
- 37. Overpayment Reimbursement to Employer
- 38. Training
- 39. School Based Apprentices

## PART B

### MONETARY RATES

- Table 1 - Wages
- Table 2 - Additional Margins
- Table 3 - Additional Allowances
- Table 4 - Expense Related Allowances

### Appendix A - Worker Classification Comparison

## 2. Definitions

### 2.1 Classification Definitions

- 2.1.1 Electrical Mechanic means a tradesperson mainly engaged on electrical installation, repair, and maintenance work including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.
- 2.1.2 Electrical Fitter means a fitter mainly engaged in making, fitting, or repairing electrical machines, instruments, or appliances, and who in the course of his/her work applies electrical knowledge, including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.
- 2.1.3 Electrical Instrument Fitter means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or recording appliances and/or scientific instruments.
- 2.1.4 Electronics Tradesperson means:
  - 2.1.4.1 An electrical tradesperson who is engaged in applying his/her knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and the diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her tasks.
  - 2.1.4.2 To be classified as an electronics tradesperson, a tradesperson must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part time study. In addition, to be classified as an electronics tradesperson, a tradesperson must be capable of.
    - 2.1.4.2.1 Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
    - 2.1.4.2.2 Working under minimum supervision and technical guidance.
    - 2.1.4.2.3 Providing technical guidance within the scope of the work described in this definition.

- 2.1.4.2.4 Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.
- 2.1.5 Plant Electrician means an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.
- 2.1.6 Radio Mechanic or Fitter means an employee engaged on the making, repairing, and/or servicing of television, radio and sound equipment which requires the application of general trade experience gained through apprenticeship or equivalent training.
- 2.1.7 Refrigeration and/or Air Conditioning Mechanic or Fitter means a tradesperson who in the course of his/her work applies electrical trade experience and is mainly engaged on the installation, repair and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.
- 2.1.8 Battery Fitter means an adult employee wholly engaged in the erection, overhauling or repairing of storage batteries.
- 2.1.9 Electrician in Charge of Generating Plant means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.
- 2.1.10 Linesperson means an employee engaged in preparing and/or maintaining poles for electric wires, fixing wires or cables on poles or over buildings or fixing wires to insulators or joining or insulating such wires or performing any other work required in connection with or incidental to the running of overhead wires outside of buildings.
- 2.1.11 Linesperson Special Class means a linesperson who has had three or more years' experience as a linesperson and is qualified and working under the Overhead Line Regulations, 1955.
- 2.1.12 Linesperson's Assistant means an employee assisting a linesperson but who shall not work within 1.8 metres of any live conductor and who shall not ascend ladders or climb poles carrying live conductors.
- 2.1.13 Tradesperson's Assistant means an employee engaged in assisting a tradesperson, provided that such assistance shall not include the carrying out of work usually regarded as that of a tradesperson.
- 2.1.14 Leading Hand means any electrical worker (not being a foreperson) who is placed in charge of work on which 4 or more employees or 2 or more tradespersons, in addition to himself/herself are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.
- 2.1.15 Tradesperson means a person who has served the requisite apprenticeship or holds a Certificate of recognition as a tradesperson issued by an Australian apprenticeship authority or a Tradesman's Certificate issued by the Local Electrical Trades Committee constituted under the *Tradesman's Rights Regulations Act 1946-1966*.
- 2.2 Skill Streams Definitions - The Award provides a career path in five broad skill streams within the electrical/electronic industry.

### 2.2.1 Stream One - Electrical

2.2.1.1 This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter, Electrician - Special Class and Electronic Tradesperson.

2.2.1.2 It includes electronic work to the extent that an Electronic Tradesperson undertook electronic work in the previous Award.

### 2.2.2 Stream Two - Electronics/Communications

2.2.2.1 The Electronics/Communications Stream will cover all types of electronic work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:

2.2.2.1.1 Computers, peripherals and other electronic equipment;

2.2.2.1.2 Fire alarms, security alarm systems and surveillance systems;

2.2.2.1.3 Communications equipment and systems;

2.2.2.1.4 Radio/television/public address; and

2.2.2.1.5 Other areas of work listed in Clause 32, Incidence Scope and Application.

2.2.2.2 Communications includes but is not limited to telecommunications.

### 2.2.3 Stream Three - Instrumentation

2.2.3.1 This stream includes instrument and instrumentation work normally associated with the work of Instrument Tradespeople, Electrical/Instrument Tradespersons, Instrument Trades-Complex Systems and Instrumentation and Controls Tradespersons.

### 2.2.4 Stream Four - Refrigeration/Air Conditioning

2.2.4.1 This stream includes work in or in connection with refrigeration and air conditioning, plant, equipment or systems.

### 2.2.5 Stream Five - Lines/Cable Work (Power Distribution)

2.2.5.1 This stream includes all the work normally associated with the work of Linespersons and/or Cable Jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical distribution lines and systems.

## 2.3 Fire Alarm Systems

2.3.1 "Fire Alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

## 2.4 Security Alarm Systems

2.4.1 "Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer

software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or governmental purpose.

## 2.5 Worker Definitions

### 2.5.1 Electrical Worker Grade 1 - 80% of Base Rate

2.5.1.1 An "Electrical Worker Grade 1" is a labourer not otherwise provided for in this Award, who is doing labouring work and employed as such.

### 2.5.2 Electrical Worker Grade 2 - 85% of Base Rate

2.5.2.1 An "Electrical Worker Grade 2" is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson.

2.5.2.1.1 Without limiting the scope of the work, an Electrical Worker Grade 2 may perform the following tasks to the level of his/her training:

2.5.2.1.1.1 Unskilled tasks as directed;

2.5.2.1.1.2 Cut to specified lengths -ducting, unistrut, conduit and other cable and support systems;

2.5.2.1.1.3 Paints cable trays, ducts and conduits;

2.5.2.1.1.4 Directly assists a tradespersons installing cable, conduit ducting and other cable enclosures or support systems;

2.5.2.1.1.5 Chase walls as marked by a tradesperson.

2.5.2.2 Is an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

2.5.2.3 Is an adult who is employed on the maintenance and inspection of electricity distributions poles.

### 2.5.3 Definitions applying to this Grade of Worker prior to 18.03.93.

2.5.3.1 Trades Assistant.

2.5.3.2 Lines Assistant.

### 2.5.4 Electrical Worker Grade 3 - 90% of Base Rate

2.5.4.1 An "Electrical Worker Grade 3" is an employee who works under direction, may be required to perform the work of an electrical worker Grade 2; and

2.5.4.1.1 Without limiting the scope of the work performs the work described below to the level of his/her training;

2.5.4.1.1.1 Is engaged in storework; or

2.5.4.1.1.2 Is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to his/her primary task or functions; or

2.5.4.1.1.3 Inspects and test fire alarm or security alarm equipment; or

2.5.4.1.1.4 Under the supervision of a tradesperson or electronics serviceperson;

2.5.4.1.1.4.1 Installs radio, communications and related equipment including antenna; or

2.5.4.1.1.4.2 Installs fire alarm or security alarm equipment; or

2.5.4.1.1.4.3 Installs data and communication cabling.

2.5.4.1.2 Provided that this person shall not undertake tasks requiring skills of a tradesperson.

2.5.4.2 Definitions applying to this Grade of worker prior to 18.03.93.

2.5.4.2.1 Linesperson.

2.5.5 Electrical Worker Grade 4 - 95% of Base Rate

2.5.5.1 An "Electrical Worker Grade 4" is an employee who:

2.5.5.1.1 Has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of his/her training is an employee who:

2.5.5.1.1.1 Is accredited and employed to perform:

2.5.5.1.1.1.1 Scaffolding; or

2.5.5.1.1.1.2 Rigging; or

2.5.5.1.1.2 Is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or

2.5.5.1.1.3 Has worked for not less than one year as an electrical worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson;

2.5.5.1.1.3.1 Installs radio, communications and related equipment including antenna; or

2.5.5.1.1.3.2 Installs fire alarm or security alarm equipment; or

2.5.5.1.1.3.3 Installs, terminates and tests data and communication cabling.

2.5.5.1.1.4 Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical worker and works without assistance and supervision.

2.5.5.1.2 Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

2.5.5.2 Definitions applying to this Grade of worker prior to 18.03.93.

2.5.5.2.1 Linesperson Special Class.



### 2.5.6 Electrical Worker Grade 5 - 100% of Base Rate

2.5.6.1 An "Electrical Worker Grade 5" is employed to use the skills acquired through the training specified below and is an employee who

2.5.6.1.1 Holds a trade certificate or tradesperson's rights certificate in an electrical trade; or

2.5.6.1.2 Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or

2.5.6.1.3 Has successfully completed an appropriate instrumentation trade course; or

2.5.6.1.4 Holds an appropriate electrical/refrigeration/air conditioning trade certificate; or

2.5.6.1.5 Has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

2.5.6.2 Included in this grade is the work of:

2.5.6.2.1 Electrical Tradesperson Level 1.

2.5.6.2.2 Electronic Serviceperson Level 1.

2.5.6.2.3 Instrument Tradesperson Level 1.

2.5.6.2.4 Refrigeration/Air Conditioning Tradesperson Level 1.

2.5.6.2.5 Linesperson/Cable Jointer Level 1.

2.5.6.3 Definitions applying to this Grade prior to 18.03.93.

2.5.6.3.1 Electrical Mechanic.

2.5.6.3.2 Electrical Fitter.

2.5.6.3.3 Radio Mechanic or Fitter.

2.5.6.3.4 Refrigeration and/or Air Conditioning Mechanic or Fitter.

2.5.6.3.5 Battery Fitter.

### 2.5.7 Electrical Worker Grade 6 - 105% of Base Rate

2.5.7.1 An "Electrical Worker Grade 6" is an Electrical Worker Grade 5 who in addition:

2.5.7.1.1 Has successfully completed:

2.5.7.1.1.1 3 appropriate training modules or 33% of the qualifications specified for Grade 7 or its equivalent; or

2.5.7.1.1.2 Equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Award; or

2.5.7.1.1.3 Has acquired an equivalent standard of skills as defined in clause 4.6.1.1 as agreed between the parties to the Award through other

means including a minimum of one year's experience as an Electrical Worker Grade 5.

2.5.7.1.1.4 Is employed to use the skills acquired through the training or experience specified.

2.5.7.2 Included in the grade in the work of:

2.5.7.2.1 Electronic Tradesperson Level 2.

2.5.7.2.2 Electronic Serviceperson Level 2.

2.5.7.2.3 Instrument Tradesperson Level 2.

2.5.7.2.4 Refrigeration/Air-Conditioning Tradesperson Level 2.

2.5.7.2.5 Linesperson/Cable Jointer Level 2.

2.5.7.3 Definitions applying to this Grade of worker prior to 18.03.93.

2.5.7.3.1 Electrical Instrument Fitter.

2.5.7.3.2 Electrician in Charge of Plant having a capacity of less than 75KW.

2.5.8 Electrical Worker Grade 7 - 115% of Base Rate

2.5.8.1 An "Electrical Worker Grade 7" is an Electrical Worker Grade 5 who

2.5.8.1.1 Has successfully completed a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate or its equivalent or has acquired the same standard of skills through other means including a minimum of two year's experience in the industry; and

2.5.8.1.2 Is employed to use the skills acquired through the training and/or experience specified.

2.5.8.2 Included in this grade is the work of:

2.5.8.2.1 Electrical Tradesperson Level 3.

2.5.8.2.2 Electrical Serviceperson Level 3.

2.5.8.2.3 Instrument Tradesperson Level 3.

2.5.8.2.4 Refrigeration/Air Conditioning Tradesperson Level 3.

2.5.8.2.5 Linesperson/Cable Jointer Level 3.

2.5.8.3 Definitions applying to this Grade of worker prior to 18.03.93

2.5.8.3.1 Electrician in Charge of Plant having a capacity of 75KW or more.

2.5.9 Electrical Worker Grade 8 - 125% of Base Rate

2.5.9.1 An "Electrical Worker Grade 8" is an Electrical Worker Grade 5 who

2.5.9.1.1 Has successfully completed a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate or its equivalent and in addition

has not less than two year's experience as an Electrical Worker Grade 7;  
and

2.5.9.1.2 Is employed to use the skills acquired through the training and/or  
experience specified.

2.5.9.2 Included in this grade is the work of:

2.5.9.2.1 Advanced Electrical Tradesperson Level 1.

2.5.9.2.2 Advanced Electronic Serviceperson Level 1.

2.5.9.2.3 Advanced Instrument Tradesperson Level 1

2.5.9.2.4 Advanced Refrigeration/Air Conditioning Tradesperson Level 1

2.5.9.3 Definitions applying to this Grade of worker prior to 18.03.93

2.5.9.3.1 Electronic Tradesperson

#### 2.5.10 Electrical Worker Grade 9 -130% of Base Rate

2.5.10.1 An "Electrical Worker Grade 9" is an Electrical Worker Grade 5 who

2.5.10.1.1 Has successfully completed an appropriate Advanced Certificate or its  
formal equivalent; and

2.5.10.1.2 Is employed to use the skills acquired through the training and/or  
experience specified.

2.5.10.2 Included in this grade is the work of:

2.5.10.2.1 Advanced Electrical Tradesperson Level 2

2.5.10.2.2 Advanced Electronic Serviceperson Level 2

2.5.10.2.3 Advanced Instrument Tradesperson Level 2

2.5.10.2.4 Advanced Refrigeration/Air Conditioning Tradesperson Level 2

2.5.10.3 Definitions applying to this Grade of worker prior to 18.03.93.

2.5.10.3.1 No pre-existing classification for this Grade.

#### 2.5.11 Electrical Worker Grade 10 - 145% of Base Rate

2.5.11.1 An Electrical Worker Grade 10 is an Electrical Contracting Industry Worker Grade  
5 who

2.5.11.1.1 Has successfully completed an appropriate Associate Diploma or its formal  
equivalent; and

2.5.11.1.2 Is employed to use the skills acquired through the training and/or  
experience specified.

2.5.11.2 Included in this grade is the work of:

2.5.11.2.1 Advanced Electrical Tradesperson Level 3

- 2.5.11.2.2 Advanced Electronic Serviceperson Level 3
- 2.5.11.2.3 Advanced Instrument Tradesperson Level 3
- 2.5.11.2.4 Advanced Refrigeration/Air Conditioning Tradesperson Level 3

## 2.6 Other Definitions

### 2.6.1 Ship Repairs means

2.6.1.1 All repair work done on ships.

2.6.1.2 All work other than the making of spare parts and stores done in a workshop used for ship repairs only.

2.6.1.3 Work done in a workshop used for both ship repairing, general engineering, metal moulding, steel construction, and other heavy metal fabrications on which employees are engaged both on the ship and in the workshop.

2.6.2 Confined Space means a compartment or space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and includes such a space:

2.6.2.1 In the case of a ship - inside complete tanks, chain lockers and peaks, in bilges, under engine beds, under engine room and stokehold floors, or under or inside boilers.

2.6.2.2 In the case of a locomotive - inside the barrels or boilers, fire boxes, water spaces or tenders, side tanks, bunker tanks, saddle tanks or smoke boxes.

2.6.2.3 In other cases - inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

2.6.3 Union means the Electrical Trades Union of Australia, New South Wales Branch.

2.6.4 Sunday means all time between midnight Saturday and midnight Sunday.

2.6.5 Distant Work is that in respect of which the distance or the travelling facilities to and from such place of work make it reasonably necessary that the employee should live and sleep at some place other than his/her usual place of residence at the time of commencing such work.

2.6.6 ECA means the Electrical Contractors Association of New South Wales

## **2A. Secure Employment**

### 2A.1 Occupational Health and Safety

2A.1.1 For the purposes of this subclause, the following definitions shall apply:

2A.1.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

2A.1.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a

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

2A.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

2A.1.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

2A.1.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

2A.1.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

2A.1.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

2A.1.3 Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

## 2A.2 Disputes Regarding the Application of this Clause

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

2A.3 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the Department of Education, Employment and Workplace Relations.

## 3. Wages

3.1 The Weekly Minimum Wage Rate is as set out in Table 1 - Wages, of Part B, Monetary Rates.

3.1.1 Weekly Minimum Wage Rate Increases: There will be increases to Table 1 - Wages, of Part B, Monetary Rates as follows:-

3.1.1.1 The first increase of five percent is incorporated in Table 1 - Wages, of Part B, Monetary Rates;

3.1.1.2 The second increase of five percent shall take effect from 1 February 2006; and

3.1.1.3 The third increase of five percent shall take effect from 1 February 2007.

3.1.2 The ETU, with the agreement of the ECA, reserves the right to apply for State Wage Case increases during the period of operation of the award.

3.2 The base rate shall be calculated by applying the wage relativity against the base rate for the Grade 5 Electrical Worker.

3.3 Additional Margins - The following additional margins shall be paid for all purposes of the award:

- 3.3.1 Electrical Mechanic's Licence - additional margin to be paid to an employee employed and working as a tradesperson and licensed by the Department of Fair Trading as follows:
- 3.3.1.1 Qualified Supervisor Certificate (Electrician) - Item 1 of Table 2 Additional Margins of Part B, Monetary Rates.
- 3.3.1.2 Certificate of Registration (Electrician) - Item 2 of Table 2 - Additional Margins of Part B, Monetary Rates.
- 3.3.2 Leading Hand as defined, additional margin - Item 3 of Table 2 - Additional Margins of Part B, Monetary Rates.
- 3.3.3 Construction Work
- 3.3.3.1 Additional margin to be paid to employees on construction work in connection with the erection, maintenance, renovation or demolition of buildings or structures - Item 4 of Table 2 - Additional Margins of Part B, Monetary Rates.
- 3.3.3.2 This additional margin is in consideration of conditions peculiar to construction work which are:
- 3.3.3.2.1 Working in the open and thereby being subject to climatic conditions - i.e. from dust blowing in the wind, brick dust, drippings from concrete, &c.;
- 3.3.3.2.2 Sloppy conditions;
- 3.3.3.2.3 Lack of usual amenities associated with factory work, eg - meal rooms, change rooms, locker, etc.
- 3.3.3.3 This additional margin shall not apply to ship work or to employees engaged on workshop, maintenance, service, repair and/or installation work.
- 3.3.4 Special Allowance
- 3.3.4.1 Additional margin to be paid to employees on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures - Item 5 of Table 2 - Additional Margins of Part B, Monetary Rates.
- 3.3.4.2 This additional margin shall not apply to ship work or to employees engaged on workshop maintenance, service, repair and/or installation work.
- 3.3.5 Ship Repair Work. Additional margins to be paid to employees engaged on ship repairs.
- 3.3.5.1 Tradespersons - Item 6 of Table 2 Additional Margins of Part B, Monetary Rates.
- 3.3.5.2 All other labour - Item 6 of Table 2 Additional Margins of Part B, Monetary Rates.
- 3.3.6 Power House Work. Tradespersons and their assistants employed in large operating power house (i.e. - power house developing more than 8,000 kilowatts) other than those not on the regular staff employed on new construction work shall be paid as set out in Item 7 of Table 2 - Additional Margins of Part B, Monetary Rates per week extra; such amount shall be deemed to include all special rates prescribed in Clause 15, Special Rates. This allowance shall continue to be payable to tradespersons attached to the staff of such power houses whilst carrying out repairs or maintenance on rotary converter and/or static substations which are in regular operation.
- 3.4 Wage Rates. Employees other than apprentices shall be calculated as prescribed hereunder.
- 3.4.1 Weekly Wage Rate - The ordinary weekly wage rate of any employee to whom this award applies shall be calculated by adding the amounts prescribed by:

- 3.4.1.1 Subclause 3. 1, Weekly Minimum Wage Rate, and
  - 3.4.1.2 All margins applicable to the employee as prescribed by 3.3, Additional/Margins, and
  - 3.4.1.3 The tool allowance prescribed by 5.3, Tool Allowance of Clause 5, Tools, and
  - 3.4.1.4 The casual hire rate prescribed by Clause 8, Contract of Employment where such casual hire rate is applicable.
- 3.4.2 Hourly Wage Rate
- 3.4.2.1 The ordinary hourly wage rate of any employee to whom this award applies shall be calculated by dividing the weekly wage rate, prescribed by 3.4.1, Weekly Wage Rate, by the weekly ordinary hours per week prescribed by 18.1, of this award, although more or less than the average weekly ordinary hours may be worked by the employee in any particular week of his/her work cycle.
  - 3.4.2.2 The ordinary hourly wage rate shall be calculated to the nearest cent other than when the calculation comes to the exact half cent and in such case the ordinary hourly wage rate shall be calculated to that half cent.
- 3.4.3 All Purpose Rate - The ordinary hourly wage rate calculated in accordance with 3.4.2, Hourly Wage Rate, of this clause shall be applied for all purposes of the award including the calculation of overtime and other penalty rates.
- 3.4.4 Tradesperson's Work - Notwithstanding anything elsewhere contained in this award any employee engaged on tradesperson's work shall be paid the appropriate tradesperson's wage rate whilst so engaged.
- 3.4.5 Mixed Functions - An employee engaged for more than 2 hours during one day or shift on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day or shift; if so engaged for 2 hours or less during one day or shift he/she shall be paid the higher rate for the time so worked.
- 3.4.6 Extra Rates Not Cumulative - Extra Rates in this award except rates prescribed in clauses 15, Special Rates; 16, Multi-storey Allowance; 17, Distant Places and the rate of payment prescribed by subclause 20.1.2 and subclause 20.2.3, of Clause 20, Holidays and Sunday Work for work on a holiday are not cumulative so as to exceed the maximum of double the ordinary rates.
- 3.5 Apprentice Rates
- 3.5.1 Indentured Apprentices
- 3.5.1.1 The minimum weekly rates of wages for apprentices shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
  - 3.5.1.2 In addition to the above rates, apprentices engaged on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance per week as set out in Item 8 of Table 2 - Additional Margins of Part B, Monetary Rates. This allowance is in consideration of conditions peculiar to construction work which are:
    - 3.5.1.2.1 Working in the open and thereby being subjected to climatic conditions ie. from dust blowing in the wind, brick dust, dripping from concrete, etc;
    - 3.5.1.2.2 Sloppy conditions;

3.5.1.2.3 Lack of usual amenities associated with factory work, eg meal rooms, change rooms, lockers, etc.

3.5.1.2.4 Provided that this allowance shall not apply to ship work or to employees on maintenance work in mixed industries.

3.5.1.3 Apprentices engaged on ship repairs shall be paid an additional margin per week as set out in Item 9 of Table 2 - Additional Margins of Part B, Monetary Rates.

Provided that where an apprentice is for a period of half a day or longer, away from his/her place of employment for the purpose of receiving tuition, the amount prescribed herein shall be decreased proportionately.

3.5.1.4 In addition to the above rates, apprentices on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance as set out in Item 10 of Table 2 - Additional Margins of Part B, Monetary Rates.

3.5.1.5 The total rate of wages for apprentices in this Award shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding half of 5 cents shall be disregarded.

### 3.5.2 Trainee Apprentices

3.5.2.1 Minimum weekly rates of wages for trainee apprentices shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.

3.5.2.2 In addition to the above rates, apprentices engaged on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance per week as set out in Item 11 of Table 2 - Additional Margins of Part B, Monetary Rates. This allowance is in consideration of conditions peculiar to construction work which are:

3.5.2.2.1 Working in the open and thereby being subjected to climatic conditions, ie. from dust blowing in the wind, brick dust, drippings from concrete, etc;

3.5.2.2.2 Sloppy conditions;

3.5.2.2.3 Lack of usual amenities associated with factory work, eg meal rooms, change rooms, lockers, etc.

3.5.2.2.4 Provided that this allowance shall not apply to ship work or to employees on maintenance work in mixed industries.

3.5.2.3 Apprentices engaged on ship repairs shall be paid an additional margin per week as set out in Item 12 of Table 2 - Additional Margins of Part B, Monetary Rates.

Provided that where an apprentice is for a period of half a day or longer, away from his/her place of employment for the purpose of receiving tuition, the amount prescribed herein shall be decreased proportionately.

3.5.2.4 The total rate of wages for apprentices in this award shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding half of 5 cents shall be disregarded.

3.5.2.5 In addition to the above rates, apprentices on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance per week as set out in Item 13 of Table 2 - Additional Margins of Part B, Monetary Rates.



- 3.6 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These Adjustments may offset against:
- (a) Any equivalent over-award payments, and/or
  - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments

#### 4. Travel and Expenses

##### 4.1 General Conditions

- 4.1.1 Commencing on Job - An employee required to work at a job away from his/her workshop or depot shall, at the direction of his/her employer, present himself/herself for work at such job at the usual time of starting work.
- 4.1.2 Location of Workshop or Depot - Upon the commencement of this award or the commencement of a contract of employment, the employer shall notify the employee of the location of the employee's workshop or depot and such location shall be recorded in the employee's wages record and/or service record.

Provided that if it becomes necessary for the location of the workshop or depot to be changed, the employer shall give the employee not less than 14 days notice of such change.

- 4.1.3 Transportation - The employer shall provide or arrange transport where reasonable and necessary for travelling as follows:

- 4.1.3.1 Between jobs; and
- 4.1.3.2 Between the employee's workshop or depot and jobs.

##### 4.2 Travel

- 4.2.1 In computing reasonable travelling time and for the purpose of 4.2.3, Excess Travelling Time, the following shall apply:

- 4.2.1.1 Where the employee uses public transport on his/her journey, travelling time shall include all time reasonably spent:

- 4.2.1.1.1 In waiting between public transport connections; and
- 4.2.1.1.2 Between disembarking from public transport and the time of starting work; and
- 4.2.1.1.3 Between finishing work and embarking on public transport.

- 4.2.1.2 Where the employee is required to walk on his/her journey, walking time shall be at the rate of 12 minutes per kilometre.

- 4.2.1.3 Where the employee uses a motor vehicle, other than public transport on his/her journey, travelling time shall be calculated as follows:

- 4.2.1.3.1 Where the journey or portion of the journey is within:
  - 4.2.1.3.1.1 48 kilometre radius of the General Post Office, Sydney, or
  - 4.2.1.3.1.2 32 kilometre radius of the General Post Office, Newcastle, or

- 4.2.1.3.1.3 The boundaries of the Port Kembla-Wollongong District (see NSW Industrial Gazette, volume 52, Page 783);
    - 4.2.1.3.2 At the rate of 2 minutes for each kilometre of the journey.
    - 4.2.1.3.3 Where the journey or portion of the journey is outside the area prescribed above, at the rate of 1.25 minutes for each kilometre of the journey.
  - 4.2.2 Excess Travelling Time - For the purpose of this clause, excess travelling time is all time reasonably spent by an employee in travelling to or from a job away from his/her workshop or depot in excess of time usually spent by the employee in travelling to or from his/her home and his/her workshop or depot.
  - 4.2.3 Excess Travelling Time Payment - An employee shall be paid for excess travelling time at ordinary time rate except on a holiday or Sunday when payment shall be at the rate of time and a half.
  - 4.2.4 Travelling Time Payment - To or From Distant Work - An employee travelling to or from distant work shall be paid for all time occupied in such travel at ordinary time rates up to a maximum of 12 hours out of every 24 hours, or, where a sleeping berth is provided, a maximum of 8 hours out of every 24 hours.
- 4.3 Fares and Expenses
  - 4.3.1 The employer shall pay for all fares and/or expenses reasonably incurred by an employee in excess of those usually incurred by the employee in travelling between his/her home and his/her workshop or depot.
    - 4.3.1.1 Such fares and expenses shall include fares and/or expenses incurred in travelling between the workshop or depot and a job and in a travelling between jobs.
  - 4.3.2 Fares and Expenses - Distant Work
    - 4.3.2.1 The employer shall pay for any fares and/or expenses incurred in conveying an employee and the employee's tools and such personal belongings reasonably required for his/her personal use to and from distant work.
    - 4.3.2.2 Such expenses shall include cost of meals partaken and insurance of personal belongings whilst in transit.
  - 4.3.3 Motor Vehicle Allowance - An employer shall pay to an employee a motor vehicle allowance per kilometre as set out in Item 1 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates, as compensation for expenses where the employee, by agreement with his/her employer, uses his/her own motor vehicle in the following cases:
    - 4.3.3.1 For the distance of his/her journey which is in excess of the distance of the journey between the employee's home and his/her workshop or depot where the employee starts or finishes work at a job away from his/her workshop or depot.
    - 4.3.3.2 For the distance of his/her journey where the employee is recalled to work overtime after leaving his/her employer's business; or
    - 4.3.3.3 For the distance of his/her journey in travelling between his/her workshop or depot and a job or between jobs; or
    - 4.3.3.4 For the distance of his/her journey in travelling to or from distant work.

## 4.4 Travel and Expenses - Construction and Shipping Work

4.4.1 Scope - This section shall apply to employees of electrical contractors who are engaged in shipping work or on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, who are required to start and finish work on the job away from the employer's workshop or depot and to employees hired on a construction site for work on that site.

## 4.4.2 Average Excess Travelling Time - Construction &amp;c. Work

4.4.2.1 In lieu of the provisions of 4.2.3, Excess Travelling Time and 4.2.4 Excess Travelling Time Payment, an employee to whom this section applies shall be paid 0.8 hour's pay per day, calculated as prescribed by Clause 3.4, Wage Rates. Such payment shall be made as compensation for average excess travelling time to and from a place of work.

4.4.2.2 The average excess travelling payment prescribed in 4.4.2.1 shall be paid in accordance with one of the following payment systems:

## 4.4.2.2.1 Weekly Payment System

An employee shall be paid his/her average excess travelling time at the rate of 0.8 hour's pay per day, except where an employee is absent for the whole of a day; or

## 4.4.2.2.2 Average Payment System.

So as to avoid fluctuating average excess travelling time payments each week, an employee may be paid according to a weekly average of the daily average excess travelling time rate prescribed by this subsection. Such weekly average excess travelling time rate shall be calculated by multiplying the daily average excess travelling time rate by the number of ordinary days of work in his/her work cycle and then dividing by the number of weeks in his/her work cycle.

## 4.4.2.2.2.1 Formula and Example

## Weekly Average Excess Travelling Time Rate

- = Daily average excess travelling time rate x Ordinary days of work per work cycle.  
Divided by weeks per work cycle
- = 0.8 hours x 19 days ÷ 4  
3.8 hours weekly average excess travelling time.

In such case, where an employee is absent for the whole of a day, the employee shall lose average excess travelling time rate for that day calculated by dividing his/her weekly average excess travelling time rate by five.

4.4.2.3 Provided that, where an employee's average daily time of journeys to and from the employee's residence and a place of employment exceeds 3 hours per day, the employee shall be paid 0.8 hour's pay per day, and, in addition, shall be paid at ordinary time rate (except on a Sunday or a holiday when the rate shall be time and a half for the average daily journey time which exceeds 3 hours per day).

4.4.2.4 Provided always that the provisions of 4.4.2.3 shall not apply where:

4.4.2.4.1 at the time of employment; or

4.4.2.4.2 because an employee changes his/her place or residence after employment;

the employees average daily time or journey to and from the employee's residence and a place of employment exceeds 3 hours per day.

4.4.2.4.3 in such cases, the employer and the employee must commit to writing an acknowledgment that the provisions of 4.4.2.3 shall not apply.

4.4.2.5 Provided further that this subsection shall not inhibit the provisions of definition 2.5.5. Distant Work.

#### 4.4.3 Average Excess Fares - Construction Work, etc.

4.4.3.1 In lieu of the provisions of paragraph 4.3.1 and subparagraph 4.3.3.1 of this clause, employees to whom this section applies shall be paid an allowance per day as set out in Item 2 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates, as compensation for average excess fares to and from the places of work.

4.4.3.2 The average excess fares payment prescribed in subclause 4.4.3.1 shall be paid in accordance with one of the following payment systems:

4.4.3.2.1 Weekly Payment System - An employee shall be paid his/her average excess fares at the rate per day as set out in Item 2 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates except where an employee is absent for the whole of a day; or

4.4.3.2.2 Average Payment System -

4.4.3.2.2.1 So as to avoid fluctuating average excess fares payments each week, an employee may be paid according to a weekly average of the daily average excess fares rate prescribed by this subparagraph. Such weekly average excess fares rate shall be calculated by multiplying the daily average excess fares rate by the number of ordinary days of work in his/her work cycle and then dividing by the number of weeks in his/her work cycle.

4.4.3.2.2.2 Formula and Example -

##### Weekly Average Excess Fares Rate

= Daily average excess fares rate x ordinary days of work per work cycle divided by weeks per work cycle.

= amount as prescribed in Item 2 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates x 19 divided by 4

= amount as prescribed in Item 3 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates, weekly average excess fares (rounded up to nearest cent).

In such case, where an employee is absent for the whole of a day, the employee shall lose average excess fares rate for that day, calculated by dividing his/her weekly average excess fares rate by five.

4.4.3.3 The allowance prescribed by this paragraph shall not be payable if the employer provides or offers to provide transport from the employee's home or another agreed location to the job and return, free of charge to the employee. The employee's home for this purpose shall include a place where an employee camps or where he/she is temporarily living.

- 4.4.3.4 Provided that where an employee is engaged on distant work and resides on the site of the job or within 10 minutes walking distance of the job, he/she shall not be entitled to the allowance prescribed in this paragraph.
- 4.4.4 Workshop - For the purpose of this section "Workshop" shall mean a company head office, branch office and any established workshop except that which may be located on the job.
- 4.5 Civil Engineering Works and Camps
- 4.5.1 Scope - This section shall apply to the following:
- 4.5.1.1 Government Works - An employee engaged on work in connection with the construction and/or maintenance of water supply and sewerage works, bridges or water conservation and irrigation works, harbour and reclamation works carried out by Government Authorities, or
- 4.5.1.2 Camps - An employee who is required to camp either by direction of the employer or because no reasonable transport facilities are available to him/her to proceed to and from his/her home each day.
- 4.5.2 Travelling Time and Fares - In lieu of the provisions of 4.2.2 - Excess Travelling Time, and 4.2.3 - Excess Travelling Time Payment, and 4.3.1 - Fares and Expenses, and all of 4.4 - Travel and Expenses - Construction and Shipping Work, of this clause, employees to whom this section applies shall be paid the rates and allowed the conditions in respect of travelling time and fares prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award published 24 March 2006 (358 I.G. 449), as varied, or by any award replacing the said award.

## 5. Tools

- 5.1 Provision of Tools - Employers shall continue to provide such tools of trade as were customarily provided at the time of the making of this award.
- 5.2 Power Tools &c - An employer shall provide for the use of tradespersons and apprentices all power tools, special purpose tools, precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
- 5.3 Tool Allowance
- 5.3.1 For tools not customarily provided by the employer at the date of commencement of this award, but which are ordinarily required by the tradespersons and apprentices for the performance of their duties and are supplied by an employee, an allowance per week as set out in Item 14 of Table 2 - Additional Margins of Part B, Monetary Rates shall be paid subject to the employee maintaining an adequate kit of tools.
- 5.3.2 Such allowance shall be paid for all purposes of the award.
- 5.4 Carrying Tools etc - An employee shall not be required to carry tools and/or materials exceeding 20 kilograms in weight to or from the job.
- 5.5 Storing Employee's Tools - At each workshop or depot and at each job site an employer shall provide suitable free storage accommodation for employee's tools. An employer shall ensure that such tool storage accommodation is as secure as practicable against unauthorised entry outside working hours.
- 5.6 Damage to Tools - Compensation to the extent of the damage sustained shall be made where, in the course of the work, tools are damaged or destroyed by fire, or molten metal or through the use of corrosive substances; Provided that the employer's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

## 5.7 Compensation for Loss of Tools

- 5.7.1 An employer shall on behalf of the employee replace tools lost by breaking and entering whilst securely stored at the employers direction in a room or building on the employers premises, job, workshop or in a lock-up to a maximum trade value as set out in Item 14 of Table 2 - Additional Margins of Part B, Monetary Rates
- 5.7.2 Provided that this subclause shall not apply if the employer has requested the employee to supply him/her with a list of tools required to be kept on the job and the employee has not supplied such a list. The employer has the right to inspect the employee's tools at regular intervals to ensure that they match the list supplied by the employee and that they match the requirements of the job.
- 5.7.3 In all cases, the employee shall be liable to pay the amount as set out in Item 14 of Table 2 - Additional Margins of Part B, Monetary Rates for each claim for compensation.

## 6. Payment of Wages

### 6.1 Pay Day

- 6.1.1 Subject to any custom existing at the time of making this award, wages, allowances and expenses shall be paid weekly.
- 6.1.2 The pay period for the payment of wages, allowances and expenses shall end at the usual time of ceasing work not more than 2 clear ordinary working days prior to the commencement of pay day.
- 6.1.3 Provided that in any week in which a public holiday falls on the normal pay day, wages shall be paid in that week one day prior to such public holiday.
- 6.1.4 In the event that an employee, by virtue of the arrangement of his/her ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid not later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

### 6.2 Statement of Weekly Wage Rates

- 6.2.1 On or prior to pay day, the employer shall provide each employee with a statement showing all written particulars as required by section 123(2) of the Industrial Relations Act 1996 which are as follows:
- 6.2.1.1 The name of the employee.
- 6.2.1.2 If the remuneration of the employee is set by an industrial instrument - the classification of the employee under that instrument.
- 6.2.1.3 The date on which the payment was made.
- 6.2.1.4 The period of employment to which the payment relates.
- 6.2.1.5 The gross amount of remuneration (including overtime and other payments).
- 6.2.1.6 The amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime.
- 6.2.1.7 The amount deducted for taxation purposes.
- 6.2.1.8 The amount deducted as employee contributions for superannuation purposes.
- 6.2.1.9 The particulars of all other deductions.

6.2.1.10 The net amount paid.

Or as otherwise prescribed by section 123 (2) of the Industrial Relations Act 1996.

### 6.3 Calculation of Weekly Wage Rates

6.3.1 Weekly Payment System - Where an employee works a fixed weekly hours system of work as prescribed by 18.5.1.1, the employee's payment system shall be for the actual ordinary hours worked.

#### 6.3.2 Average Payment System.

6.3.2.1 Where an employee works an average weekly hours system of work as prescribed by 18.5.1.2, and, subject to any payment systems utilised by employers at the time of making this award, an employee in any particular week of a work cycle shall be paid wages on the basis of an average of 38 ordinary hours per week in each work cycle so as to avoid fluctuating weekly wage payments.

6.3.2.2 In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rate for the employee classification in clause 3 of this award. Under the averaging system, the employee accrues a 'credit' each day he works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes.

6.3.2.3 As provided in 6.3.2.2 of this subclause, an employee will not accrue a credit for each day he/she is absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation or bereavement leave.

6.3.3 An employee whose ordinary hours are arranged in accordance with Clause 18.5.1.2 of this award and who is paid wages in accordance with subclause 6.3.2 hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation or bereavement leave) shall for each day he/she is so absent lose average pay for that day by dividing his/her average weekly rate by 5. An employee who is so absent from duty for part of a day shall lose average pay for each hour or part thereof he/she is absent from duty at an hourly rate calculated by dividing his/her average daily pay rate by 8.

6.3.4 Provided when such an employee is absent from duty for a whole day he/she will not accrue a 'credit' as he/she would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he/she would otherwise have been paid. The amount by which an employee's average weekly pay will be reduced when he/she is absent from duty (on other than an authorised absence) is to be calculated as follows:

6.3.4.1 Total of credits not accrued during cycle multiplied by the average weekly pay and divided by 38 hours.

### 6.4 Methods of Payment of Wages

6.4.1 Wages may be paid in cash or into one account in the name of the employee (whether or not jointly with another person) at a bank or other financial institution in New South Wales by electronic transfer of funds or other means.

6.4.2 Where an employee has their wages paid into an account by electronic transfer of funds or other means, wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day.

6.4.3 Subject to section 117 of the Industrial Relations Act 1996 the method of payment of wages in the establishment may also be varied to include cheque payable to the employee.

- 6.4.4 An employee, whose wages are paid by means other than electronic funds transfer, kept waiting for his/her wages on pay day for more than 15 minutes after the usual time for ceasing work shall be paid at overtime rates after that 15 minutes. Adjustments of wages shall be rectified on the next following pay day.
- 6.4.5 If wages are not paid on pay day, except where the default has not been caused by the employer, a penalty payment of 2 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by mid-day on the next working day pay day.
- 6.4.6 In the event than an employee, by virtue of the arrangement of his/her ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid not later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

## 6.5 Payment of Wages on Termination

- 6.5.1 Upon termination of employment wages which are due to an employee shall be paid on the day of such termination or forwarded to him/her by post on the next working day.

## 7. Living Away on Distant Work

### 7.1 Board and Lodging

- 7.1.1 Living Away Allowance - On distant work the employer shall, subject to the provisions of subclause 7.1.2 of this clause, provide reasonable board and lodging or pay a living away allowance per week as set out in Item 4 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, but such allowance shall not be wages. In the case of broken parts of a week occurring at the beginning or end of a period of distant work the allowance shall be all living expenses, actually and reasonably incurred, but not exceeding the said amount.
- 7.1.2 Standard of Board and Lodging - Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room if a single room is not available, with hot and cold running water.

### 7.2 Regular Return Home

- 7.2.1 Except as hereinafter provided an employee on distant work shall, where practicable, be allowed to return home for the weekend at least once a month. Where the employee so returns home, all reasonable travelling expenses incurred shall be reimbursed by the employer provided that the employee presenting himself/herself for work at the site at the normal starting time on the next working day.
- 7.2.2 The travelling expenses prescribed by this subclause shall not be payable to an employee receiving the living away from home allowance prescribed by subclause 7.1.1 of this clause.

### 7.3 Camps

- 7.3.1 Scope - Where an employer is engaged in projects:
- 7.3.1.1 Which are located in areas where reasonable board and lodging as defined in subclause 7.1.2 of this clause is not available; or
- 7.3.1.2 Where the size of the workforce is in excess of the available accommodation; or
- 7.3.1.3 Where there are continuous concrete pour requirements; or
- 7.3.1.4 Where the working of shifts necessitates camp accommodation;



His/her employees shall be provided with camp facilities constructed and maintained in accordance with the requirements of paragraph 7.3.2 of this subclause.

### 7.3.2 Camp Facilities

7.3.2.1 Such an employer shall provide accommodation in single rooms, or twin rooms where single rooms are not available, fitted with suitable sleeping accommodation, including mattress, pillow and blankets. Each room shall be of not less than 14 cubic metres per person, and shall have a timber floor with floor covering provided. Each room shall be fitted with a door and movable window of reasonable dimensions and shall be furnished with a table or suitable substitute therefore, a seat or seats and wardrobe for each person. The windows shall be fitted with gauze screens. Each room shall be ceiled and lined. Good artificial lighting shall be provided, a verandah shall be constructed in front of each room. Where reasonably required, provision shall be made for the heating of rooms. Provision shall be made in the camp for suitable washing facilities, including hot and cold showers. Suitable provision shall be made for washing of clothes. Toilets shall be adequate and sewered where possible, situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths. Provisions shall be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health.

7.3.2.2 In such camp, messing shall be made available by the employer with provision for a choice of meals.

7.3.2.3 An employee who is accommodated as prescribed by paragraph 7.3.2 of this subclause shall not be eligible for the payment of the allowance prescribed by subclause 7.1.1 of this clause.

### 7.3.3 Camping Allowance

7.3.3.1 Employees who are required to camp in accordance with the provisions of paragraph 7.3.1 of this subclause shall be paid a camping allowance per day as set out in as set out in Item 5 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, for each day that the employee finds it necessary to remain in camp.

7.3.3.2 Provided that an employee shall not be entitled to the allowance as prescribed in subparagraph 7.3.3.1 of this paragraph for any working day on which he/she is absent from duty except in cases of sickness or for any reason beyond his/her own control.

7.3.3.3 Provided further that, if an employer elects to provide full board and suitable camp lodging, the allowance prescribed herein shall not be payable.

7.3.4 Accommodation Disputes - Any dispute concerning the standards of accommodation or camp facilities prescribed by this clause shall be notified to the employer within one month.

7.4 Distant Work Defined - For the purpose of this award, distant work is that in respect of which the distance or the travelling facilities to and from such place of work make it reasonably necessary that the employee should live and sleep at some place other than his/her usual place of residence at the time of commencing such work.

## 8. Contract of Employment

### 8.1 Weekly Employment

8.1.1 Weekly Employment - Except as provided in 8.2, Casual Employment, of this clause, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

#### 8.1.1A Probationary Employment

All weekly employees will be initially engaged for a three month period of probationary employment for the purpose of determining the employee's suitability for ongoing employment.

8.1.1A.1 An employee on probation may be terminated during the probation period by one week's notice on either side or by payment in lieu thereof.

8.1.1A.2 The probation period forms part of an employee's service for all purposes of this award except where otherwise specified in this award.

#### 8.1.2 Termination of Employment

8.1.2.1 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wage as the case may be, except where the circumstances of termination of employment fall within the provisions of clause 11, Redundancy and Technological Change.

8.1.2.2 Where the employee has given or been given notice as aforesaid he/she shall continue in his/her employment until the date of the expiration of such notice. An employee who having given or been given notice as aforesaid and without reasonable cause (proof of which shall lie on him/her) absents himself/herself from work during such period shall be deemed to have abandoned his/her employment and shall not be entitled to payment for work done by him/her within that period.

8.1.2.3 Provided that where an employer has given notice as aforesaid, an employee on request shall be granted leave of absence without pay for one day in order to look for alternative employment.

8.1.2.4 Notwithstanding the provisions of 8.1.2.1, the employer shall have the right to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases, the wages shall be paid up to the time of dismissal only.

## 8.2 Casual Employment

8.2.1 Casual Employment - A casual employee is one engaged and paid as such.

8.2.2 Duration of Casual Employment - Except by mutual agreement between the employer and the employee a casual employee shall, after 2 weeks' employment, be deemed to be a weekly employee whose terms of employment shall forthwith be as prescribed by 8.1.1 - Weekly Employment, of this clause.

8.2.3 Casual Employment Additional Rate - A casual employee shall be paid 12 per centum of the weekly rate prescribed by clause 3.4, Wages Rates (except for 3.4.1.3 of the said Clause) in addition to the weekly wage rate prescribed by this award for the work which he/she performs. The casual employment additional rate shall be paid for all purposes of the award.

8.2.4 Minimum Payment - A casual employee who is requested to report for work shall be paid a minimum of 4 hours' pay.

8.2.5 Bereavement entitlements for casual employees

- 8.2.5.1 Subject to evidentiary and notice requirements in subclause 24.3.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 24.4.1.3.2 of clause 24.4 Personal/Carers Leave.
- 8.2.5.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 8.2.5.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

#### 8.2.6 Personal Carers entitlement for casual employees

- 8.2.6.1 Subject to evidentiary and notice requirement in 24.4.1.2 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 24.4.1.3.2 who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 8.2.6.2 The employer and employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 8.2.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### 8.3 General

- 8.3.1 Scope - This section shall have application to weekly and casual employees.
- 8.3.2 Absence from Duty - An employee (other than an employee who has given or received notice in accordance with this Clause) not attending for duty shall except as provided by clauses 22, Sick Leave, 23, Annual Leave and 24, Other Leave, of this award, lose his/her pay for the actual time of such non-attendance.
- 8.3.3 Standing Down of Employees - The employer shall have the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppages of work by any cause for which the employer cannot reasonably be held responsible.
- 8.3.4 Abandonment of Employment
- 8.3.4.1 The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned his/her employment.
- 8.3.4.2 Provided that if within a period of 14 days from his/her last attendance at work or the date of his/her absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of his/her employer that he/she was absent for reasonable cause he/she shall be deemed to have abandoned his/her employment.

8.3.4.3 Termination of employment by abandonment in accordance with 8.3.4 shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

### **9. Working Within Skills Competency and Training**

- 9.1 An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.
- 9.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 9.3 Any direction issued by an employer pursuant to 9.1 and 9.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **10. Consultative Mechanism**

- 10.1 Enterprises shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

### **11. Redundancy and Technological Change**

#### **11.1 Application**

- 11.1.1 This clause shall apply in respect of full time and part-time employees.
- 11.1.2 Further, this clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 11.4 of this award.
- 11.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 11.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

#### **11.2 Introduction Of Change**

##### **11.2.1 Employer's duty to notify**

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

11.2.1.3 Provided that where the award specified in clause 11.1.1 makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

11.2.1.4 Provided further that the normal rights of employers to transfer or relocate employees from site to site, except where that relocation or transfer involves a workshop or depot, shall be deemed not to have a significant effect.

#### 11.2.2 Employer's duty to discuss change

11.2.2.1 The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 11.2.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

11.2.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 11.2.1 of this clause.

11.2.2.3 For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

### 11.3 Redundancy

#### 11.3.1 Discussions before terminations

11.3.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph 11.2.1.1 and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

11.3.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph 11.3.1.1 of this subclause and shall cover, inter alia, any reasons for the proposed termination and measures to mitigate any adverse effects of any termination of the employees concerned.

11.3.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

### 11.4 Termination Of Employment

#### 11.4.1 Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with paragraph 11.2.1.1 of this clause.

11.4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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

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

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

#### 11.4.2 Notice for Technological Change

This subclause sets out the notice to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph 11.2.1.1 of this clause:

11.4.2.1 In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

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

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

#### 11.4.3 Time off During the Notice Period

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

11.4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

#### 11.4.4 Employee leaving during the notice period

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

## 11.4.5 Statement of Employment

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

## 11.4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

## 11.4.7 Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Centrelink.

## 11.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 11.2.1.1 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

## 11.4.9 Severance Pay

Where an employee is to be terminated pursuant to clause 11.4 of this award, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

11.4.9.3 "Week's pay" means the ordinary time gross all purpose rate of pay for the employee concerned at the date of termination.

11.4.9.4 Service as an apprentice will only be taken into account for the purposes of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further twelve months.

#### 11.4.9A Funding Severance Pay

11.4.9A.1 An employer bound by this award may utilise a fund to meet all or some of the liabilities created by clause 11.4.9. Where an employer utilises such a fund, the employer shall be required to make contributions to the fund of the amount notified to the trustee of the fund, or if no amount is notified, at the rate set by the trustee of the fund from time to time in respect of those employees covered by this clause and for the period the employer so remains in the fund.

11.4.9A.1.1 payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay, shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the award benefit whichever is the greater, but not both; or

11.4.9A.1.2 where a fund, which has been established pursuant to an agreement between the union and employer(s), does not make payments in accordance with the other provisions of this clause, but makes payments that are greater than the obligation elsewhere in this clause, contributions made by an employer on behalf of an employee to the fund shall, to the extent of those contributions, be set off against the liability of the employer elsewhere under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the benefit elsewhere in this clause, whichever is greater, but not both.

11.4.9A.2 Nothing in subclause 11.4.9A.1 shall be construed so as to reduce or remove the severance payment an employee would be entitled to receive pursuant to this Award.

11.4.9A.3 Nothing in subclause 11.4.9A.1 shall be construed so as to reduce or remove the fund benefits an employee would be entitled to receive from a fund which are greater than the severance payment an employee would be entitled to receive pursuant to the other provisions of this Award.

11.4.9A.4 Nothing in this clause shall be construed so as to create more than one entitlement to a severance payment for the same service pursuant to this Award.

#### 11.4.10 Incapacity to pay

11.4.10.1 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 11.4.9 above.

11.4.10.2 The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 11.4.9 above will have on the employer.



## 11.4.11 Alternative Employment

- 11.4.11.1 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 11.4.9 above if the employer obtains acceptable alternative employment for an employee.

**12. Superannuation**

## 12.1 Definitions

12.1.1 "NESS" means the New South Wales Electrical Superannuation Scheme No. 1

12.1.2 "Ordinary Time Earnings" For Superannuation

12.1.2.1 For the purposes of the Superannuation Guarantee (Administration) Act 1992, an employee's ordinary time earnings shall be:

- (a) Weekly minimum wage rates prescribed by subclause 3.1
- (b) Additional Margins prescribed by subclause 3.3
- (c) Tool allowance prescribed by subclause 5.3
- (d) Travel time payments prescribed by subclause 4.2
- (e) Average excess travelling time - construction &c. work prescribed by subclause 4.4.2
- (f) The 12% Casual additional rate prescribed by subclause 8.2.3
- (g) Special rates prescribed by Clause 15
- (h) Multi-Storey Allowance prescribed by Clause 16
- (i) Distant Places Allowance prescribed by Clause 17
- (j) Public holiday payments pursuant to Clause 20
- (k) Annual leave payments prescribed by subclauses 23.1 and 23.2
- (l) Shift allowances prescribed by subclause 21.6
- (m) Sick leave paid pursuant to Clause 22
- (n) Bereavement Leave prescribed by subclause 24.3.1
- (o) First Aid Allowance prescribed by subclause 28.3
- (p) Over-Award payments.

12.1.2.2 Ordinary time earnings for the purposes of this clause shall not include:

- (a) Overtime payments
- (b) Living Away Allowance payable pursuant to subclause 7.1.1
- (c) Fares and excess fares allowances payable pursuant to Clause 4

- (d) Workers' Compensation payments
- (e) Annual leave loading payable pursuant to subclause 23.3
- (f) Redundancy payments payable pursuant to subclause 11.4.9
- (g) Payments in lieu of notice payable pursuant to subclause 11.4.1 and subclause 8.1.2
- (h) Entitlements paid upon termination of employment
- (i) Fringe benefits tax benefits

## 12.2 Contributions

12.2.1 Contributions for Employees: Subject to Clause 12.3 Exemptions, an employer shall make superannuation contributions to NESS on behalf of each employee.

12.2.2 Rate of Contribution: An employer shall, on behalf of each employee, make a superannuation contribution equivalent to the rate prescribed by the Relevant superannuation legislation and regulations of such employee's ordinary time earnings each week.

12.2.3 Casual Employees: An employer is not required to make superannuation contributions on behalf of a casual employee whose ordinary time earnings in respect of a calendar month is less than \$450.00 or such other monetary amount as is from time to time prescribed under subsection 2 of section 4 of the Relevant superannuation legislation and regulations.

12.2.4 Monthly Contributions: Each employer must furnish a contribution return to NESS at the end of each month showing contributions paid for each employee. The contributions are due and payable within fourteen (14) days following the month such contributions were due.

## 12.3 Exemptions

12.3.1 The requirement to make superannuation contributions to NESS shall not apply in the following circumstances:

12.3.2 To employers who are making superannuation contributions on behalf of their employees to the Construction and Building Unions Superannuation Scheme (C + BUS).

12.3.3 To employers who, prior to 8 February 1994, were contributing to a superannuation scheme for their employees where the existing scheme complied with the requirement of the *Commonwealth Occupational Superannuation Standards Act 1987* and the Occupational Superannuation Standards Regulations.

## 12.4 Wage Sacrifice to Superannuation

12.4.1 An employee may elect in lieu of being paid an amount of wages to have an equivalent amount paid by way of Superannuation contributions.

12.4.2 Where an employee has elected to have an amount paid by way of Superannuation contributions in lieu of wages, any allowance, penalty, payment for unused leave entitlements, weekly workers compensation or other payment, other than any payment 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 any employee's wage, shall be calculated by reference to the actual wages paid to the employee and the amount paid under clause 12.4.1 by way of Superannuation contributions.

12.4.3 Any superannuation contributions paid under clause 12.4 shall be paid to the superannuation fund to which the employer is required to contribute in accordance with clause 12.2 and 12.3.

12.4.4 The employee may make an election to have an amount paid by way of Superannuation contributions in lieu of wages on joining the employer and thereafter may alter the amount paid by way of Superannuation contributions under clause 12.4 with effect from 30 June or 31 December in each year.

12.4.5 An election to have superannuation contributions paid in lieu of an amount of wages shall be in writing and may only be made with the consent of both the Employer and Employee.

### **13. Prohibitions**

13.1 Improvers Prohibited: No improvers shall be employed in any of the occupations covered by this award for which an apprenticeship is provided.

13.2 Piecework Prohibited: Piecework and/or contracts for labour only or substantially for labour only are prohibited. Such prohibition, however, shall not apply to labour only or substantially labour only contracts where the contractor employs tradespersons in accordance with the terms of this award in carrying out the contracts.

13.3 Payment by Results Prohibited: Any system of payment by results in the electrical contracting industry is prohibited.

13.3.1 Provided that an employer and the union may agree on any variation to this subclause to apply to the employer's establishment.

### **14. Apprentices**

14.1 See *Apprenticeship and Traineeship Act 2001*.

14.1.1 Apprenticeship training matters are regulated under the provisions of the abovementioned Act, and regulations, vocational training orders and vocational training directions made under the Act.

14.2 Apprentices Wage Rates

14.2.1 The minimum rate of wages for apprentices are prescribed in Clause 3.5 of this award.

14.2.2 Where an apprentice working under a particular work cycle in accordance with Clause 18.5.1.2.1 or 18.5.1.2.2 is required to attend a registered training organisation on a Rostered Day Off, he/she shall be afforded another ordinary working day off as substitution for the Rostered Day Off. Any substituted day must be taken in the current or next succeeding work cycle.

14.2.3 An apprentice to whom clause 20.2 Picnic Day applies and, in accordance with the provisions of this award who is required to attend a registered training organisation on picnic day shall attend a registered training organisation on such day and shall be paid at ordinary rates for the time of such attendance at a registered training organisation.

14.2.4 Provided that, within one calendar month of Picnic Day, the apprentice shall be granted time off work without loss of pay equal to the time of attendance at a registered training organisation on Picnic Day, such time to be fixed by mutual agreement between the employer and the apprentice.

14.2.5 Provided further that, where the apprentice is not granted time off work in lieu of the equivalent time of attendance at a registered training organisation on Picnic Day, the apprentice shall be paid time and one half extra for such time.

14.3 Prohibition of Premiums - No employer shall, either directly or indirectly, or by any pretence or device, receive from any person, or require, or permit any person, to pay or give any consideration, premium, or bonus for the taking or binding of any probationer or apprentice.

#### 14.4 Apprenticeship Trades

14.4.1 An employer shall not employ juniors in the following trades otherwise than under an indentured apprenticeship or trainee apprenticeship as hereinafter provided.

14.4.1.1 Electrical Trade (Mechanic), or

14.4.1.2 Electrical Trade (Fitter/Mechanic), or

14.4.1.3 Electrical Trade (Fitter), or

14.4.1.4 Electrical Trade (Instruments), or

14.4.1.5 Electrical Trade (Powerlines), or

14.4.1.6 Electronics Trade (Communication), or

14.4.1.7 Electronics Trade (Entertainment/Office Equipment), or

14.4.1.8 Electronics Trade (Scanning & Detection), or

14.4.1.9 Instrument Trade (Industrial/Scientific), or

14.4.1.10 Refrigeration/Air-Conditioning Trade (Mechanic) Refrigeration Mechanic and/or Serviceperson, or

14.4.1.11 Automotive Trades (Automotive Electrician).

14.4.2 Probationary Period - An employer shall not employ a person as a probationary apprentice for a period of, or for periods totalling, more than 3 months, otherwise than with the consent of the Commissioner for Vocational Training.

#### 14.5 Proportion

14.5.1 An employer shall not employ apprentices in excess of the proportion hereinafter prescribed:

14.5.1.1 In the trade of electrical fitter - one apprentice to every three or fraction of three tradespersons.

14.5.1.2 In the trade of electrical mechanic - one apprentice to each electrical mechanic licensed as a Qualified Supervisor (Electrical).

14.5.1.3 In all other trades - one apprentice to each appropriate tradesperson.

14.5.2 It is the intention of the parties to this Award that in such cases the apprentice would be rotated between tradespersons.

#### 14.6 Termination of Employment - Trainee Apprentices

14.6.1 Termination of employment of trainee apprentices shall be in accordance with the provisions of Clause 8.1.2.

#### 14.7 Attendance at a Registered Training Organisation

14.7.1 Each apprentice shall be allowed by the employer time off, without loss of pay, during ordinary working hours for the purpose of attending for instruction at a registered training organisation.

14.7.2 In no case shall the total time allowed for such instruction exceed 864 hours.

- 14.7.3 Where it is necessary for an apprentice to travel from the workshop to such a registered training organisation, or vice versa, reasonable travelling time shall be allowed without deduction of pay. Where reasonable travelling time is disputed, the employer or employee may submit such case for determination by the Industrial Relations Commission of NSW.
- 14.7.4 Each apprentice who receives time off from work and absents himself from such study or class, shall not be paid for such time lost, except where such absence falls within the provisions of clause 22, Sick Leave.
- 14.7.5 Each apprentice shall conform to any system in operation or which shall be placed in operation at a registered training organisation for the purpose of recording his/her hours of attendance and to produce the following day, on request by the employer, the attendance card or other evidence endorsed by a registered training organisation.
- 14.7.6 Any time occupied by an apprentice during ordinary working hours, including the time occupied by him in travelling from the workshop to such a registered training organisation or vice versa, in attending such a registered training organisation, shall be calculated as part of the time served under his/her apprenticeship.
- 14.7.7 The fees for attending such a registered training organisation or correspondence class shall be paid by the employer by whom the apprentice is employed. Such fees shall be paid at the beginning of each a registered training organisation term.
- 14.7.8 Any time lost by suspension shall be made up by the apprentice at the end of each year of apprenticeship.
- 14.7.9 Notwithstanding the aforementioned, an apprentice with the consent of the employer may attend an appropriate certificate, diploma or degree course, conducted by a Government institution, in lieu of the trade course. The obligation of the employer in regard to:
- 14.7.9.1 Time off to the apprentice for study in any such course shall be limited to the duration of the appropriate trade course.
- 14.7.9.2 Fees payable in respect of an apprentice undergoing study in the certificate, diploma or degree course shall be limited to those prescribed for the appropriate trade course.

Where an apprentice is undertaking a course in lieu of the trade course in accordance with this subclause, the employer shall notify the Commissioner for Vocational Training each year of the name of the course and the institution where the apprentice is enrolled and his/her progress in that course.

## 15. Special Rates

### 15.1 Disability Rates

In addition to the wage rates as prescribed by clause 3, Wages, the following disability rates and allowances and additional rates and allowances shall be paid:

- 15.1.1 Dirty Work: Where conditions are unusually offensive or more injurious to clothing than the ordinary workshop conditions, a dirty work allowance as set out in Item 1 of Table 3 - Additional Allowances of Part B, Monetary Rates per hour shall be paid.
- 15.1.1.1 Such conditions (without limiting the definition) may be found in holds, stokeholds, engine rooms, about boilers, forecastles, galleys and other rooms, and on or about mast head lights of ships that have been in commission.
- 15.1.1.2 Unless it can be shown that the conditions appertaining to any particular job done in connection with such works are not dirtier than the ordinary workshop conditions then the following shall be considered dirty work;

- 15.1.1.2.1 Work done at the following places: Wool scouring works, tanneries, boiling down works, sugar works, galvanising works, lead works, paint works, smelting works, converting cyaniding and all dry crushing and/or grinding plants, sanitary works, fertiliser works, chemical works, abattoirs, knackereries, slaughter yards, cement works, mines and/or at pit tops.
  - 15.1.1.2.2 Work done on or in the following:
    - 15.1.1.2.2.1 The space between the ceiling and roof of a building that has been occupied.
    - 15.1.1.2.2.2 The space between the ceiling and the floor above of a building that has been occupied.
    - 15.1.1.2.2.3 The space between the earth and the floor above of any building.
  - 15.1.1.2.3 The following work:
    - 15.1.1.2.3.1 Operating a power tool to cut or groove (ie - chase) brickwork, plaster, rockwork, concrete and other masonry work.
    - 15.1.1.2.3.2 On repairs to electrically driven vehicles that have been in use.
    - 15.1.1.2.3.3 On repairs to smoke boxes, fire boxes, uptake funnel, flue, furnace or combustion chamber of a locomotive, marine, or other type of boiler.
    - 15.1.1.2.3.4 On repairs in oil tanks or meat digesters.
    - 15.1.1.2.3.5 On repairs to incinerators and/or incinerating devices which have been in use.
  - 15.1.1.2.4 For ship repair work which a foreman and workman shall agree is of an unusually dirty or offensive nature the dirty work allowance per hour shall be as set out in Item 2 of Table 3 -Additional Allowances of Part B, Monetary Rates.
- 15.1.2 Confined Spaces: An employee working in a confined space (as defined in Clause 2, Definitions) shall be paid a confined space allowance per hour as set out in Item 3 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 15.1.3 Insulating Material - Temperature, Sound etc: An employee handling silicate of cotton, slag wool, rock wool or glass fibre wool for the purpose of insulation or who it is agreed between the employer and the employee is working in the immediate vicinity so as to be affected by the use thereof shall be paid an insulation material allowance per hour as set out in Item 4 of Table 3 - Additional Allowances of Part B, Monetary Rates. Such allowance shall be paid for the remainder of the day or shift after the time that it first become payable.
- 15.1.4 High Places
- 15.1.4.1 An employee working on a building or structure of a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance per hour as set out in Item 5 of Table 3 - Additional Allowances of Part B, Monetary Rates and an additional amount per hour as set out in the said Item 5 for each further 15 metres increase in the height at which he/she is working.
  - 15.1.4.2 An employee working on any building or structure in a bosun's chair or swinging scaffold at a height up to 15 metres directly above a substantial level surface shall be paid a height allowance per hour as set out in Item 5 of Table 3 - Additional Allowances of Part B, Monetary Rates and an additional amount per hour as set out

in the said Item 5 for each further 15 metres increase in the height at which he/she is working.

#### 15.1.5 Wet Places

- 15.1.5.1 An employee working in any place where his/her clothing or footwear becomes appreciably wet shall be paid a wet place allowance per hour as set out in Item 6 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 15.1.5.2 Provided that the wet place allowance shall not be payable where the employer provides the employee with suitable protective clothing and footwear.
- 15.1.5.3 Provided further that any employee who becomes entitled to the wet place allowance shall be paid such allowance for such part of the day or shift he/she is required to work in wet clothing or footwear.

#### 15.1.6 Hot Places

- 15.1.6.1 An employee working for more than one hour in the shade in places where the temperature is raised to between 46 degrees Celsius and 54 degrees Celsius shall be paid a hot places allowance per hour as set out in Item 7 of Table 3 - Additional Allowances of Part B, Monetary Rates. In places where the temperature exceeds 54 degrees Celsius the hot places allowance shall per hour as set out in the said Item. Where work continues for more than 2 hours in temperature exceeding 54 degrees Celsius the employee shall be entitled to 20 minutes rest after every 2 hours' work without deduction of pay.
- 15.1.6.2 The temperature shall be decided by the foreperson of the work after consultation with the employee who claims the hot places allowance.

15.1.7 Cold Places: An employee working for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid a cold places allowance of per hour as set out in Item 8 of Table 3 - Additional Allowances of Part B, Monetary Rates. Where work continues for more than 2 hours in temperature below 0 degrees Celsius the employee shall be entitled to a rest period of 20 minutes after every 2 hours' work without deduction of pay.

15.1.8 Explosive Powered Tools: An employee required to use explosive powered tools shall be paid an hourly explosive powered tool allowance of 1/8 of the daily rate with a daily minimum payment as set out in Item 9 of Table 3 - Additional Allowances of Part B, Monetary Rates.

#### 15.1.9 Toxic Substances

- 15.1.9.1 An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- 15.1.9.2 Employees using such materials will be provided with and shall use all safeguards as are required by the appropriate Government authority.
- 15.1.9.3 Employees using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5kg or over, shall be paid per hour extra the amount as set out in Item 10 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 15.1.9.4 Employees working in close proximity to employees so engaged so as to be affected by the use of such substances or materials shall be paid per hour extra the amount as set out in the said Item 10.

- 15.1.9.5 For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- 15.1.10 Underground Work
- 15.1.10.1 An employee required to work underground shall be paid an underground allowance per week as set out in Item 11 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 15.1.10.2 Where a shaft is to be sunk to a depth greater than 6 metres the payment of the underground allowance shall commence from the surface.
- 15.1.10.3 This allowance shall not be payable to employees engaged upon "pot and drive" work at a depth of 3.5 metres or less.
- 15.1.10.4 The underground allowance prescribed in 15.1.10.1 shall be paid for all purposes of the award.
- 15.1.10.5 In lieu of the underground allowance prescribed by 15.1.10.1, an employee required to work underground for no more than 4 days or shifts in an ordinary week shall be paid an underground allowance of per day or shift as set out in the said Item 11.
- 15.1.10.6 The allowance prescribed by 15.1.10 shall be paid in addition to all applicable margins prescribed by Clause 3, Wages, and any other amount prescribed elsewhere in this award.
- 15.1.11 Submarine Work: Employees required to work in a submarine which has been in commission shall:
- 15.1.11.1 If required to work inside the hull, including the fin and external casing but excepting the compartments referred to in 15.1.11.2, be paid per hour extra the amount as set out in Item 12 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 15.1.11.2 If required to work in any of the following compartments, be paid an amount per hour as set out in the said Item 12:
- 15.1.11.2.1 Torpedo Tube Compartment.
- 15.1.11.2.2 Ballast Tanks.
- 15.1.11.2.3 Oil Tanks.
- 15.1.11.2.4 Below the main floor plates in main machinery, auxiliary machinery, asdic and battery compartments.
- 15.1.11.3 Provided that where an employee is required to work inside "D", "O" and "R" tanks removing or installing gauges, switches and related circuitry or in an extended position in the space above batteries in the battery compartment, the rate payable under 15.1.11 shall be an amount per hour extra as set out in Item 12 in respect of time so worked.
- 15.1.12 Asbestos Eradication
- 15.1.12.1 Application - 15.1.12 shall apply to employees carrying out electrical work in conjunction with any process of asbestos eradication as defined.



- 15.1.12.2 Definition - Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.
- 15.1.12.3 Control - Where an employee is required to carry out electrical work in conjunction with any process of asbestos eradication, then such work shall be conducted in accordance with the New South Wales-
- 15.1.12.3.1 *Occupational Health and Safety Act 2000.*
- 15.1.12.3.2 Occupational Health and Safety Division 4 Asbestos of the Occupational Health and Safety Regulation 2001.
- 15.1.12.3.3 *Occupational Health and Safety Act 2000.*
- 15.1.12.3.4 An employee, to whom 15.1.12 applies, shall be paid per hour an amount as set out in Item 13 of Table 3 - Additional Allowances of Part B, Monetary Rates which shall be in lieu of special rates prescribed by 15.1, Disability Rates of this Clause with the exception of 15.1.4 High Places, 15.1.6 Hot Places and 15.1.7 Cold Places of this Clause.
- 15.1.13 Sewerage Ocean Outfall Plants - An employee engaged on electrical installation and maintenance work within the Sydney Water Corporation Sewerage Ocean Outfall Plants at North Head, Bondi and Malabar shall be paid an allowance per hour as set out in Item 14 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 15.2 Additional Rates
- 15.2.1 Bluescope Steel and Broken Hill Proprietary Co. Ltd Construction Sites.
- 15.2.1.1 Employees of contractors bound by this award engaged on construction work at the construction sites of Bluescope Steel and the Broken Hill Proprietary Co. Ltd at Newcastle shall be paid a construction allowance per week as set out in Item 15 of Table 3 - Additional Allowances of Part B, Monetary Rates. The payment shall be made in compensation for the particular disabilities experienced at these sites.
- 15.2.1.2 An employee in receipt of the construction allowance prescribed by 15.2.3.1 shall not be entitled to any of the other special rates prescribed by this Clause or Clause 16, Multi-Storey Allowance, of this award.
- 15.2.1.3 The construction allowance prescribed by 15.2.1.1 shall be paid for all purposes of the award.
- 15.2.2 Corrective Establishment - An employee who is required to work in a designated maximum security section of a corrective establishment shall be paid per hour as set out in Item 16 of Table 3 - Additional Allowances of Part B, Monetary Rates for each hour so engaged. Such allowance shall be paid in addition to other special rates applicable to the employee under the terms of this award.
- 15.2.3 Construction Sites Generally
- 15.2.3.1 This subclause shall apply to an employee working on a site on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, and
- 15.2.3.2 A member or members of either the Industrial Relations Commission of New South Wales or the Australian Industrial Relations Commission by award or order prescribes a site allowance for conditions pertaining generally on that site to apply

to employees of contractors and/or subcontractors who are employed under the terms of an award other than this award, then

15.2.3.3 The site allowance so prescribed under 15.2.3.2 shall be deemed to be an allowance prescribed under this award and an employee to whom this award applies shall be paid the site allowance so prescribed.

15.2.3.4 Provided that any questions arising from 15.2.3 may be referred to the Industrial Relations Commission of New South Wales for determination.

### 15.3 General

15.3.1 Limits to Accumulation: Where more than one of the rates and allowances prescribed by 15.1 Disability Rates, provides payments for disability of substantially the same nature, then only the highest of such rates shall be payable.

15.3.2 Rates not Subject to Penalty Addition: Except where otherwise specified, the extra rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.

15.3.3 Disputed Claims: In the case of a disagreement between a foreperson and an employee about the entitlement to any of the disability rates and allowances prescribed by 15.1 Disability Rates, of this Clause, the employee shall be entitled within 24 hours to ask for a decision on his/her claim by his/her employer, industrial officer, manager, superintendent or engineer. In such a case, a decision shall be given on the employee's claim within 48 hours of its being made (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the special rate, allowance or conditions shall be paid or granted. In any case, where the Union is dissatisfied with the decision of the employer, industrial officer, manager, superintendent or engineer it shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

## 16. Multi-Storey Allowance

16.1 Definitions: The following definitions shall be applied to this Clause.

16.1.1 "Multi-Storey Building" means a building which, when complete, consists of 5 or more storey levels.

16.1.2 "Storey Level" means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and shall include basement levels and mezzanine or similar levels (but excluding "half floors" such as toilet blocks or store rooms located between floors).

16.1.3 "Floor Level" means that stage of construction which, in the completed building would constitute the walking surface of the particular floor level referred to in 16.4 Scale of Allowances.

16.2 Eligibility: An employee shall be paid a multi-storey allowance, in accordance with the provisions of this Clause, to compensate for the disabilities experienced in, and which are peculiar to, work on multi-storey buildings where the employee carries out electrical work either:

16.2.1 During a multi-storey building's original construction; or

16.2.2 Where a multi-storey building is being renovated by structural alteration to the building (except alteration to demountable partitions), and

16.2.2.1 Electrical work is carried out as part of the building's renovation work.

16.2.2.2 Electrical work is carried out in conjunction with the work of other building trades who are renovating the building.

- 16.2.2.3 The renovation work extends to more than 2 storey levels, and
- 16.2.2.4 At least part of the renovation work to be carried out is above the 4th storey level.
- 16.2.3 The rate for electrical work in the renovation of a multi-storey building shall be determined by reference to the scale of payment as prescribed by 16.4, of this Clause, appropriate for the highest floor level affected by such work.
- 16.3 Commencing Point of Measurement: The commencing point of measurement shall be the lowest main floor level (including basement floor levels but excluding lift wells and shafts) of the building
- 16.4 Scale of Allowances
- 16.4.1 The allowance to be paid to an employee engaged on the construction of a multi-storey building, shall be in accordance with the scale of allowances prescribed by 16.4.3.
- 16.4.2 An allowance in accordance with 16.4.3 shall be paid to all employees on the building site. The second and subsequent allowance scales shall, where applicable, commence to apply to all employees where one of the following components of the building - structural steel, reinforcing steel, boxing or walls, rises above the storey level first designated in each such allowance scale.
- 16.4.3 Payment shall be as set out in Item 17 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 16.4.4 Completion Point of Allowance: The allowance payable at the highest point of the building shall continue until completion of the building.

### **17. Distant Places**

- 17.1 Central Section: All employees working in districts west and north of and excluding the Newell Highway No. 39 from Tocumwal to Gilgandra, the Oxley Highway No. 34 from Gilgandra to Tamworth, Trunk Road No. 95 to Yetman and the Bruxner Highway No. 44 to Boggabilla up to the Western Division Boundary and excluding the municipalities through which the road passes, shall be paid extra per day an amount as set out in Item 18 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 17.2 Western Division: All employees working in the western division of the State shall be paid extra per day an amount as set out in Item 18 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 17.3 Snowy Mountains Section: All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby, thence to Blowering, thence by a line drawn from Blowering southeast to Welaregang and on to the Murray River, thence in a southeasterly direction along the New South Wales border to the point of commencement, shall be paid extra per day an amount as set out in Item 18 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 17.4 Application of Rates: The above rates shall not form part of the ordinary rates of pay for the purpose of the calculation of overtime.

### **18. Hours of Work**

- 18.1 Hours of Work Dayworkers
- 18.1.1 The ordinary hours of work for day workers shall be 38 hours per week or an average of 38 per week to be worked on one of the following bases:
- 18.1.1.1 38 hours within a work cycle not exceeding seven consecutive days; or

- 18.1.1.2 76 hours within a work cycle not exceeding fourteen consecutive days; or
- 18.1.1.3 114 hours within a work cycle not exceeding twenty one consecutive days; or
- 18.1.1.4 152 hours within a work cycle not exceeding twenty eight consecutive days.

18.1.2 Provided that a work cycle may differ from those prescribed by this subclause as to all or a section of employees by mutual agreement between an employer and the Union.

## 18.2 Days of Work for Dayworkers

18.2.1 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week Monday to Friday inclusive.

## 18.3 Maximum Daily Hours

18.3.1 The daily ordinary hours of work prescribed by this Clause shall not exceed 8 hours on any day. Provided that the daily ordinary hours of work prescribed by this subclause may be altered as to all or a section of employees by mutual agreement between an employer and the Union.

## 18.4 Spread of Hours

18.4.1 The ordinary hours of work shall be between 6.00am and 6.00pm at the discretion of the employer and, except for meal breaks, shall be worked continuously. By agreement between the employer and employee, the ordinary hours of work can be varied during daylight saving to any 12 hour period between 5.00am and 7.00pm.

18.4.2 Provided that the usual starting time and usual finishing time within the spread of hours shall not be varied except by agreement of the employer and the majority of the employees.

18.4.3 Provided that the spread of hours may be altered as to all or a section of the employees by agreement of the employer and the majority of the employees.

## 18.5 Implementation of 38 Hour Week

18.5.1 The ordinary hours of work may be arranged in accordance with one of the following systems:

18.5.1.1 Fixed Weekly Hours System: By employees working 38 hours per week; and

18.5.1.1.1 Less than 8 ordinary hours each day; or

18.5.1.1.2 Less than 8 ordinary hours on one or more days in each week.

18.5.1.2 Average Weekly Hours System: By employees working an average of 38 hours per week over a work cycle and;

18.5.1.2.1 By fixing one weekday on which all employees will be off during a particular work cycle; or

18.5.1.2.2 By rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.

18.5.2 "Rostered Day Off" for the purpose of this award is the week day, not being a holiday, that an employee has off duty when working in accordance with an average hours system.

18.5.3 Any disputes arising from the implementation of the 38 hour week shall be resolved in accordance with Clause 31, Dispute Settlement Procedure.

## 18.6 Notice of Rostered Day Off

18.6.1 Except as provided in subclause 18.8, in cases where, by virtue of the arrangement of his/her ordinary working hours, an employee, in accordance with subclause 18.5.1.2.1 and 18.5.1.2.2 is entitled to a day off during his/her work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday he/she is to take off.

## 18.7 RDO Not to Coincide with Public Holiday

18.7.1 Where an employee's ordinary hours are arranged in accordance with subclause 18.5.1.2.1 or 18.5.1.2.2, the weekday or part of the weekday taken off shall not coincide with a public holiday as prescribed in Clause 20, Holidays and Sunday Work. Provided that where a public holiday is prescribed after an employee has been given notice of a weekday off, subclause 18.8 shall apply.

## 18.8 Substitution of RDO

18.8.1 An employer may substitute the day an employee is to take off, in accordance with subclause 18.5.1.2.1 and 18.5.1.2.2 for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.

18.8.2 Provided that if a substitute day off is not granted, then he/she shall be paid, for the day at overtime rates.

18.8.3 Where there is an agreement between an individual employee and his/her employer, the employee may substitute the day he/she is to take off for another day.

18.8.4 Any substitute day off, referred to in 18.8.1 or 18.8.3 of this subclause, must be taken either in the current work cycle or in the next succeeding work cycle.

18.8.5 Where any employee, in accordance with subclause 18.5.1.2.1 or 18.5.1.2.2 is entitled to a day off during his/her work cycle and that day off falls on a Public Holiday, as prescribed in Clause 20, Holiday and Sunday Work, the next working day shall be substituted as the day off unless an alternate day in that work cycle or the next succeeding work cycle is adopted by agreement between the employer and the employee.

18.8.6 In this subclause reference to a day or working day shall also be taken as reference to a part day or part working day as the case may be and is appropriate.

## 18.9 Banking of Rostered Days Off

18.9.1 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

18.9.2 An employee may elect, with the consent of the employer, to accrue up to 5 rostered days off at any one time for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee.

18.9.3 Records of banked rostered days off will be maintained by the employer and provided to the employee upon request.

18.9.4 Upon termination of employment, any rostered days off banked by the employee will be paid out at ordinary rates.

## **19. Overtime**

### 19.1 Payment for Working Overtime

19.1.1 For all work done outside ordinary hours, including work on a RDO, except where such RDO is substituted for another day, the rates of pay shall be time and a half for the first 2 hours and double time thereafter; such double time to continue until the completion of the overtime work.

19.1.2 Except as provided in 19.1 or 19.2, Rest Period after Overtime, of this Clause, in computing overtime each day's work shall stand alone.

## 19.2 Rest Period after Overtime

19.2.1 Where overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have a rest period of at least 10 consecutive hours off duty between the work of successive days:

Provided that, in the case of shift workers, the rest period shall be 8 consecutive hours off duty when the overtime is worked:

19.2.1.1 For the purpose of changing shift rosters; or

19.2.1.2 Where the shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

19.2.1.3 Where a shift is worked by arrangement between the employees themselves.

19.2.2 An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day, that he/she has not had at least the rest period off duty between those times shall, subject to 19.2, be released after completion of such overtime until he/she has had the rest period off duty without loss of pay for ordinary working time occurring during such absence.

19.2.3 If on the instructions of his/her employer such an employee resumes or continues work without having had such rest period off duty, he/she shall be paid at double rates until he/she is released from duty for such rest period and he/she shall then be entitled to be absent until he/she has had the rest period off duty without loss of pay for ordinary time occurring during such absence.

## 19.3 Recall to Work

19.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work or where the employee has been paid for standing by in accordance with 19.5, Standing By, of this Clause, shall be paid for a minimum of 3 hours' work at the appropriate rate for each time he/she is so recalled.

19.3.2 Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 or 3 hours as the case may be if the job he/she was recalled to perform is completed within a shorter period.

19.3.3 Shall not apply in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

19.3.4 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of 19.2, Rest Period After Overtime, of this Clause when the actual time worked is less than 3 hours on such recall or on each of such recalls.

## 19.4 Saturday Work

19.4.1 An employee required to work after midday on a Saturday shall be paid double time rate for such work.

- 19.4.2 A day worker required to work overtime on a Saturday shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on Friday.
- 19.4.3 Where an employee works overtime which ceases at or after 4.00am on a Saturday and such overtime is continuous with ordinary work on Friday, then such employee shall be paid for an additional 8 hours at ordinary time rate. This provision shall not apply to shift workers.
- 19.5 Standing By: Subject to any custom now prevailing under which an employee is required regularly to hold himself/herself in readiness for a call back, an employee required to hold himself/herself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates for the time from which he/she is so told to hold himself/herself in readiness.
- 19.5.1A On Call Allowance
- 19.5.1A.1 Notwithstanding the provisions of Clause 19.5 of this Award, an employer and employee may agree that an employee remain on-call outside of ordinary working hours. Where this agreement occurs, the employee shall:
- 19.5.1A.1.1 Make themselves contactable via telephone and/or mobile telephone and/or pager (as specified by the Company) for the whole time they are on-call or standing by; and
- 19.5.1A.1.2 Be at all times ready, willing and able to attend to any and all call-outs they may receive or be directed by the Company to attend. An employee on-call or standing by shall at all times be ready, willing and able to drive a motor vehicle and hence shall not be over the legal driving limit for alcohol or under the influence of any other driving impairing drugs or substances.
- 19.5.1A.2 An employee on-call shall be paid an on-call allowance as set out in Item 20 of Table 3 - Additional Allowances of Part B, Monetary Rates for every part of a 24 hour period outside of ordinary working hours but between ordinary shifts that the employee remains on-call.
- 19.5.1A.3 An employee on-call shall be paid an on-call allowance as set out in Item 21 of Table 3 - Additional Allowances of Part B, Monetary Rates for every part of a 24 hour period outside of ordinary working hours that the employee remains on-call.
- 19.5.1A.4 An employee on-call shall be paid an on-call allowance as set out in Item 22 of Table 3 - Additional Allowances of Part B, Monetary Rates for every full 24 hour period outside of ordinary working hours that the employee remains on-call.
- 19.5.1A.5 An employee on-call shall be paid an on-call allowance as set out in Item 23 of Table 3 - Additional Allowances of Part B, Monetary Rates for every week that the employee remains on-call whilst also working ordinary hours.
- 19.6 Crib Time
- 19.6.1 An employee working overtime shall be allowed a crib time of 20 minutes at the appropriate rate without deduction of pay after each 4 hours of overtime worked, if the employee continues work after such crib time.
- 19.6.2 Provided that where a day worker on a five day week is required to work overtime on a Saturday, the first prescribed crib time shall, if occurring between 10.00am and 1.00pm, be paid at ordinary rates.
- 19.6.3 Unless the period of overtime is less than 1½ hours, an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet

the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

19.7 Requirement to Work Reasonable Overtime: It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the Industry.

19.8 Meal Allowance, &c.

19.8.1 An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid an amount as set out in Item 6 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, for the first meal and for each subsequent meal.

19.8.2 Unless the employer advised an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meal or make payment in lieu thereof as above prescribed.

19.8.3 If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as above prescribed for meals which he/she has provided but which are surplus.

19.9 Transport of Employees: When an employee, after having worked overtime, or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with a conveyance to his/her home or pay him/her his/her current wage rate for the time reasonably occupied in reaching his home.

19.10 Meal Breaks

19.10.1 Maximum Period Without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.

19.10.2 Payment for Work in Meal Breaks: Subject to 19.10.3, Regular Maintenance Person, for work done during meal hours and thereafter until a meal break is allowed, time and a half rates shall be paid.

19.10.3 Regular Maintenance Person: Subject to the provisions of 19.10.1, Maximum Period Without Meal Break, hereof, an employee employed as a regular maintenance person shall work during meal breaks at the ordinary rates herein prescribed, whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done whilst such plant is idle. Provided that, if the meal period of a maintenance person has not previously been taken and does not follow immediately upon resumption of work by other employees after their meal break, the provision of 19.10.2, Payment for Work in Meal Break, hereof, shall apply.

19.11 Time Off in Lieu of Overtime

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

19.11.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

19.11.3 If having elected to take time as leave in accordance with this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.



- 19.11.4 Where no election is made, the employee shall be paid overtime rates in accordance with the award.

## **20. Holiday and Sunday Work**

### 20.1 Holidays

#### 20.1.1 Prescribed Holidays

- 20.1.1.1 An employee on weekly hiring shall be entitled, without loss of pay, to public holidays as follows: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Six Hour Day (or Labour Day), Christmas Day, Boxing Day or such other day as is generally observed in the locality as a substitute for any of the said days respectively, and/or proclaimed or gazetted holiday throughout the State.
- 20.1.1.2 By mutual agreement between an employer and employee, other days may be substituted for the said days or any of them as to such employer's undertaking.

#### 20.1.2 Payment for Work on a Holiday

- 20.1.2.1 An employee not engaged on continuous work shall be paid at the rate of double time and a half for work on a public holiday, such double time and a half to continue until he/she is relieved from duty.
- 20.1.2.2 An employee required to work on a holiday shall be paid for a minimum of 4 hours' work at double time and a half.

#### 20.1.3 Absence Before or After a Holiday: An employee shall not be entitled to payment for a holiday if he/she is absent from work:

- 20.1.3.1 Without reasonable excuse; or
- 20.1.3.2 Without the consent of his/her employer;
- on the ordinary working day before or the ordinary working day after a holiday.

### 20.2 Industry Picnic Day

#### 20.2.1 Prescribed Holiday: In addition to holidays prescribed in subclause 20.1.1.1, an additional public holiday to be known as an industry picnic day shall apply to weekly hire employees. It shall be observed on the first Monday in December each year.

#### 20.2.2 Granting of Holiday

- 20.2.2.1 All employees in the construction industry to whom this section applies shall, as far as practicable, be given and shall take this industry picnic day without loss of pay.
- 20.2.2.2 In respect of all other employees to whom 20.2 applies, any other day may be substituted for the industry picnic day by mutual agreement between any employer and employee.

#### 20.2.3 Payment for Work on Picnic Day

- 20.2.3.1 An employee who is required to work on the industry picnic day or the day substituted therefore shall be paid at the rate of double time and a half, such rate to continue until he/she is relieved from duty.

- 20.2.3.2 An employee required to work on the industry picnic day, or the day substituted therefore shall be paid for a minimum of 4 hours work at double time and a half.
- 20.2.4 Absence Before or After Industry Picnic Day: An employee shall not be entitled to payment for the industry picnic day or the day substituted therefore if he/she is absent from work:
- 20.2.4.1 Without reasonable excuse; or
- 20.2.4.2 Without the consent of his or her employer;
- on the ordinary working day before or the ordinary working day after the industry picnic day or substituted therefore.
- 20.2.5 Evidence of Attendance at The Industry Picnic Day: An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of the employee's picnic ticket shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.
- 20.3 Sundays - Payment for Work on Sundays:
- 20.3.1 An employee who works on a Sunday, shall be paid at the rate of double time for such work, such double time to continue until he/she is relieved from duty.
- 20.3.2 An employee required to work on a Sunday shall be paid for a minimum of 4 hour's work at double time.
- 20.4 General
- The following shall have application to all other sections of this Clause:
- 20.4.1 Rest Period After Holiday or Sunday Work: An employee, not engaged on continuous work, who works on a holiday or a Sunday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty be entitled to be absent until he/she has had 10 consecutive hours off duty without deduction of pay for ordinary time occurring during such absence.
- 20.4.2 Meal Allowance - Holidays and Sundays:
- 20.4.2.1 An employee not engaged on continuous work, required to work for more than 4 hours on a holiday or a Sunday without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid an amount as set in Item 6 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, for the meal taken during his/her first crib break and during each subsequent crib break. Provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
- 20.4.2.2 An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a holiday or Sunday or is required to work for a lesser period of time than advised, shall be paid the rates prescribed in 20.4.2.1 of this Clause for meals which he/she has provided but which are surplus.
- 20.4.3 Holidays to be Paid on Termination of Employment:
- 20.4.3.1 An employer who terminates the employment of an employee engaged on weekly employment on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, shall pay the employee his/her ordinary wages for each holiday in a group as prescribed in

20.4.3.2, which falls within 10 consecutive days on and from the date that notice of termination is given.

20.4.3.2 For the purpose of this award, the following shall be the holidays in a group:

20.4.3.2.1 Christmas Day, Boxing Day, New Year's Day and additional holidays gazetted in connection with those days.

20.4.3.2.2 Good Friday, Easter Saturday (where it is applicable as a holiday for the employee), Easter Monday and additional holidays gazetted in connection with those days.

20.4.3.3 Where the first day of the group of holidays falls within 10 consecutive days on and from the date that notice of termination is given, the whole group shall be deemed to fall within 10 days.

20.4.3.4 An employee shall not be entitled to receive payment from more than one employer in respect of the same holiday or group of holidays.

An employee shall, on request by his/her employer, make a statutory declaration or other written statement satisfactory to his/her new employer, of the payments made by any other employer for the holidays referred to in this subsection where any of such holidays occurs within 10 consecutive days after the commencement of his/her employment with that employer.

20.4.3.5 An employee shall not be entitled to the payment referred to in 20.4.3.1 for the holidays prescribed by 20.4.3 where his/her employer dismisses him/her without notice for malingering, inefficiency, neglect of duty or misconduct in accordance with the provisions of 8.1.2.4, of Clause 8, Contract of Employment.

20.4.4 Maximum Period without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.

## 21. Shift Work

### 21.1 Definitions

21.1.1 For the purposes of this Clause:

21.1.1.1 "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

21.1.1.2 "Continuous Work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

21.1.1.3 "Night Shift" means any shift finishing subsequent to midnight and at or before 8am.

21.1.1.4 "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice.

### 21.2 Hours - Continuous Shift Work

21.2.1 This subclause shall only apply to shift workers on continuous work as hereinbefore defined.

21.2.1.1 The weekly ordinary hours of such shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

- 21.2.1.2 Provided that a shift cycle may differ from that prescribed by this subclause as to all or a section of employees by mutual agreement between an employer and a majority of employees concerned.
- 21.2.1.3 Subject to the following conditions, such shift workers shall work at such times as the employer may required:
  - 21.2.1.3.1 A shift shall consist of not more than 8 hours, inclusive of crib time;
  - 21.2.1.3.2 Except at the regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours;
  - 21.2.1.3.3 20 minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;
  - 21.2.1.3.4 An employee shall not be required to work for more than 5 hours without a break for a meal.

### 21.3 Hours - Other Than Continuous Work

- 21.3.1 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined.
- 21.3.2 The weekly ordinary hours of work shall be an average of 38 per week, the average hours per week being calculated over a shift cycle.
- 21.3.3 The weekly ordinary hours of work shall be arranged in accordance with one of the following shift cycles;
  - 38 hours within a period not exceeding 7 consecutive calendar days; or
  - 76 hours within a period not exceeding 14 consecutive calendar days; or
  - 114 hours within a period not exceeding 21 consecutive calendar days; or
  - 152 hours within a period not exceeding 28 consecutive calendar days
- 21.3.4 Subject to the following conditions, such shift workers shall work at such times as the employer may require:
  - 21.3.4.1 A shift shall not exceed 8 hours of ordinary time work. Provided that the ordinary time of work of a shift may be altered as to all or a section of employees by mutual agreement between an employer and the Union.
  - 21.3.4.2 Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer.
  - 21.3.4.3 Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
  - 21.3.4.4 An employee shall not be required to work for more than 5 hours without a break for a meal.

21.4 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

### 21.5 Variations by Agreement

- 21.5.1 The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

- 21.5.2 The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment or, in the absence of agreement, by 7 days' notice of alteration given by the employer to the employees.
- 21.6 Afternoon or Night Shift Allowances
- 21.6.1 A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his/her ordinary rate.
- 21.6.2 A shift worker who works on an afternoon or night shift which does not continue for at least 5 successive afternoons or nights shall be paid for each such shift 50 percent for the first 2 hours thereof and 100 percent for the remaining hours thereof in addition to this ordinary rate.
- 21.6.3 An employee who, during a period of engagement on shift:
- 21.6.3.1 Works night shift only, or
  - 21.6.3.2 Remains on night shift for a longer period than 4 consecutive weeks; or
  - 21.6.3.3 Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one third of his/her working time off night shift in each shift cycle,
  - 21.6.3.4 Shall during such engagement, period or cycle be paid 30 percent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.
- 21.7 Saturday Shifts - The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in 21.6
- 21.8 Overtime - Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall:
- 21.8.1 If employed on continuous work be paid at the rate of double time; or
  - 21.8.2 If employed on other shift work be paid at the rate of time and a half for the first 2 hours and double time thereafter.
  - 21.8.3 Except in each case where the time is worked:
    - 21.8.3.1 By arrangement between the employees themselves; or
    - 21.8.3.2 For the purpose of effecting the customary rotation of shifts; or
    - 21.8.3.3 On a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with 8.3.3 Standing Down of employees of Clause 8, Contract of Employment of this award.
  - 21.8.4 When not less than 7 hours 36 minutes notice has been given to the employer by a relief man that he/she will be absent from work and the employee whom he should relieve is not relieved and is required to continue to work on his rostered day off, the unrelieved employee shall be paid double time.

## 21.9 Holiday and Sunday Work

21.9.1 Payment for Work on a Holiday or a Sunday - Shift workers shall be paid for all time worked on a holiday or a Sunday at the rates prescribed by Clause 20, Holiday and Sunday Work.

21.9.2 Rostered Off Duty - A shift worker whose ordinary rostered shift includes a holiday prescribed by Clause 20, Holiday and Sunday Work, and who is rostered off duty on a holiday and who does not work shall:

21.9.2.1 Be paid one day's pay additional to his/her weekly wage for each such holiday he/she is rostered off duty; or

21.9.2.2 In lieu of such payment and by mutual agreement with his employer he/she shall:

21.9.2.2.1 Have one additional day off annual leave; or

21.9.2.2.2 Be granted an ordinary working day off duty without loss of pay.

21.9.3 Holiday and Sunday Shifts - Where shifts commence between 11.00pm and midnight on a holiday or a Sunday, the time so worked before midnight shall not entitle the employee to the holiday or Sunday rate.

21.9.3.1 Provided that the time worked by an employee on a shift commencing before midnight on the day preceding a holiday or Sunday and extending into a holiday or Sunday shall be regarded as time worked on such holiday or Sunday. Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

21.10 Establishments, Projects, Undertakings - Notwithstanding the other provisions of this Clause, where employees are working shift work in a project, undertaking or establishment in association with other employees, the applicable shift work provisions shall be those applying to the majority of such other employees working shift work.

## 22. Sick Leave

22.1 An employee on weekly hiring who is absent from his/her work on account of personal illness or injury or on account of injury by accident arising out of or in the course of his/her employment, shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

22.1.1 He/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

22.1.2 He/she shall, where practicable, inform the employer of his/her inability to attend for duty prior to the commencement of the shift and as far as practicable state the nature of the injury or illness and the estimated duration of the absence. Where it is not practicable to inform the employer of his/her inability to attend for duty prior to the commencement of the shift, he/she shall do so within 2 hours of the commencement of the shift.

22.1.3 He/she shall prove to the satisfaction of his/her employer that he/she was unable on account for such illness or injury to attend for duty on the day or days for which sick leave is claimed or in the event of a dispute the matter shall be referred under the terms of Clause 31 of this Award.

22.2 Sick Leave Entitlement - An employee shall not be entitled to leave in excess of the following:

22.2.1 After 3 months continuous service with an employer; 24 hours of ordinary working time; provided that for any absence or absences not exceeding 24 hours during the first 3 months for which the employee would otherwise have qualified for payment in accordance with subclause

22.1 of this subclause, the employee shall be paid for such absence or absences upon the employee's application for payment after such 3 months.

22.2.2 Provided further that where at the commencement of employment it is agreed that the period of employment shall not exceed 3 months, the employee shall be entitled to the provisions of this paragraph from the commencement of employment.

22.2.3 After 6 months continuous service with that employer, an additional 16 hours of ordinary working time; provided that for any absence or absences not exceeding 40 hours during the first 6 months for which the employee would otherwise have qualified for payment in accordance with 22.1, and subject to his/her having an untaken balance of sick leave standing to his/her credit, the employee shall be paid for such absence or absences upon the employee's application for payment after such 6 months.

22.2.4 On the anniversary date of his/her first and each subsequent year of service with that employer, an additional 64 hours of ordinary working time.

### 22.3 Cumulative Sick Leave

22.3.1 Sick Leave shall accumulate from year to year so that any balance of the period specified in Clause 22.2 hereof which has in any year not been allowed to any employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions prescribed, shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

22.3.2 Provided that sick leave which accumulates shall be available to the employee for a period of 12 years from the end of the year in which it accrues.

### 22.4 Where an Employee is Sick or Injured on the Weekday

22.4.1 Where an employee is sick or injured on the weekday he/she is to take off in accordance with 18.5.1.2.1 or 18.5.1.2.2, he/she shall not be entitled to sick pay in addition to his/her normal weekly pay nor will his/her sick leave entitlement be reduced as a result of his/her sickness or injury that day.

## 23. Annual Leave

Annual Leave Entitlements. For annual leave entitlement provisions see *Annual Holidays Act 1944*.

### 23.1 Day Workers

#### 23.1.1 RDO in relation to Annual Leave

23.1.1.1 For each 4 week period which accrues or falls due to an employee, pursuant to the provisions of the *Annual Holidays Act 1944*, and

23.1.1.2 Where the employer's ordinary hours of work are arranged in accordance with a 19 day four consecutive week cycle as prescribed by sub clause 18.5.1 of this award, and

23.1.1.3 Irrespective of whether the employee has his/her annual holiday in either one consecutive period or 2, 3, or 4 separate periods,

23.1.1.4 Then only one such period shall include a RDO.

23.1.1.5 An employee's RDO's are not holidays or special award holidays for the purpose of this award.

23.2 Shift Workers - In addition to the benefits prescribed by the *Annual Holidays Act* 1944, shift workers shall be granted the following:

23.2.1 Payment for Period of Annual Leave - An employee before going on annual leave shall be paid the wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period. An employee shall have the amount of wages to be received for annual leave calculated by including the following where applicable:

23.2.1.1 His/her "ordinary pay" as prescribed by the *Annual Holidays Act* 1944; and

23.2.1.2 The rate payable pursuant to 3.4.5, Mixed Functions, of Clause 3, Wages, calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.

23.2.2 Seven-day Shift Workers

23.2.2.1 A seven-day shift worker is an employee whose ordinary working period includes holidays and Sundays on which he/she may be regularly rostered for work.

23.2.2.2 In addition, to the benefits prescribed by Section 3 of the *Annual Holidays Act* 1944, with regard to an annual holiday an employee who, during the year of his/her employment with respect to which he/she becomes entitled to the said annual holiday gives service as a seven-day shift worker, under this award shall be entitled to the additional leave as specified below.

23.2.2.2.1 If during the year of his/her employment he/she has served continuously as a seven-day shift worker the additional leave with respect to that year shall be one week.

23.2.2.2.2 Subject to 23.2.2.4 if during the year of his/her employment he/she has served for only portion of it as a seven-day shift worker the additional leave shall be one day for every 36 ordinary shifts worked as a seven-day shift worker.

23.2.2.2.3 Subject to 23.2.2.4, the employee shall be paid for such additional leave in accordance with the provisions prescribed by 23.2.1, Payment for Period of Annual Leave.

23.2.2.2.4 Where the additional leave calculated under 23.2.2 is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.

23.2.2.2.5 In this Clause, reference to "one week" and "one day" includes holidays and non-working days.

23.2.3 Payment on Termination of Employment - Where the employment of a worker has been terminated and he/she thereby becomes entitled under Section 4 of the *Annual Holidays Act* 1944, to payment in lieu of an annual holiday, payment of 3½ hours at such ordinary rate of wages shall be made with respect to each 21 shifts of service as a seven-day shift worker which he/she has rendered during such period of employment.

23.3 Annual Holidays Loading

23.3.1 In this subclause the *Annual Holidays Act* 1944, is referred to as "the Act".

23.3.2 Before an employee is given and takes his/her annual holiday, the employer shall pay his/her employee a loading determined in accordance with 23.3.



(NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - 23.3.6).

23.3.3 The loading is payable in addition to the pay for the period of annual holiday given and taken and due to the employee under the Act and this award.

23.3.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award (but excluding days added to compensate for holidays (prescribed by Clause 20, Holiday and Sunday Work) worked or such holidays, falling on an employee's rostered day off and not worked).

23.3.5 The loading is the amount payable for the period at the rate per week of 17½ per cent of the appropriate ordinary weekly wage rate calculated in accordance with the provisions of 3.4.1, Weekly Wage Rate, of Clause 3, Wages, for the classification in which the employee was employed immediately before commencing his/her annual holiday but shall not include any other allowances, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this award.

23.3.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance, provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such annual holiday and is to be calculated in accordance with 23.3.5 applying the award rates of wages payable on that day.

23.3.7 Where in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned:

23.3.7.1 An employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with 23.3.6;

23.3.7.2 An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under 23.3 if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.

23.3.8 When the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with 23.3.6 for the period not taken.

23.3.9 Except as provided by 23.3.8, no loading is payable on the termination of an employee's employment.

23.3.10 Notwithstanding the provisions of 23.3.5 an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on such annual holiday, shall be paid whichever is the greater of either the said annual holidays loading or the shift work allowances and weekend penalty rates, where applicable, for the ordinary time (not including time on a holiday prescribed by Clause 20, Holiday and Sunday Work) which he/she would have worked during the period of the annual holiday.

## 24. Other Leave

24.1 Long Service Leave: For long service leave provisions see *Long Service Leave Act 1955*.

24.2 Building and Construction Industry Long Service Payments: For employees performing building and construction work as defined by the *Building and Construction Industry Long Service Payments Act 1986*, see the *Building and Construction Industry Long Service Payments Act 1986*.

#### 24.3 Bereavement Leave

24.3.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph 24.3.3 of this subclause.

24.3.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.

24.3.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 24.4.1.3.2 provided that, for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.

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

24.3.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 24.4.2, 24.4.3, 24.4.4, 24.4.5 and 24.4.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

#### 24.4 Personal/Carer's Leave

##### 24.4.1 Use Of Sick Leave

24.4.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 24.4.1.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 22, Sick Leave, for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

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

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

24.4.1.3.1 The employee being responsible for the care of the person concerned; and

24.4.1.3.2 The person concerned being:

24.4.1.3.2.1 A spouse of the employee; or

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

- 24.4.1.3.2.3 A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- 24.4.1.3.2.4 A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 24.4.1.3.2.5 A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- 24.4.1.3.2.5.1 "relative" means a person related by blood, marriage or affinity;
- 24.4.1.3.2.5.2 "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 24.4.1.3.2.5.3 "household" means a family group living in the same domestic dwelling.
- 24.4.1.3.2.6 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 their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at Clause 31 should be followed.

#### 24.4.2 Unpaid Leave For Family Purpose

- 24.4.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to member of a class of person set out in subclause 24.4.1.3.2 above who is ill or who requires care due to an unexpected emergency.

#### 24.4.3 Annual Leave

- 24.4.3.1 An employee may elect with the consent of the employer, to take annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 24.4.3.2 Access to annual leave, as prescribed in subclause 24.4.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 24.4.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 24.4.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

#### 24.4.4 Time Off In Lieu Of Payment Of Overtime

- 24.4.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 24.4.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 24.4.4.3 If having elected to take time as leave in accordance with paragraph 24.4.4.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 24.4.4.4 Where no election is made in accordance with said paragraph 24.4.4.1, the employee shall be paid overtime rates in accordance with the award.

#### 24.4.5 Make-Up Time

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

#### 24.4.6 Rostered Days Off

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

#### 24.5 Parental Leave

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

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

#### 24.5.3 Right to request

24.5.3.1 An employee entitled to parental leave may request the employer to allow the employee:

24.5.3.1.1 To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

24.5.3.1.2 To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; to assist the employee in reconciling work and parental responsibilities.

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

24.5.3.1.4 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 24.5.3.1.2 must be recorded in writing.

24.5.3.2 Communication during parental leave

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

24.5.3.2.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave;

24.5.3.2.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

24.5.3.2.3 The employer shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 24.5.3.2.1.

## 25. Shop Stewards

25.1 Accredited Shop Steward: An employee appointed shop steward in the shop, site or department in which he/she is employed shall upon notification thereof to his/her employer, be recognised as the accredited representative of the Union. An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.

- 25.2 Interviewing Union Official: Subject to the prior approval of the employer an accredited shop steward shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official of the Union on legitimate union business.

## 26. Notice Board

- 26.1 The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in each of his/her establishments or plants or job sites where his/her employees are working or in separate buildings in each establishments or plant or job site so that such notice boards are reasonably accessible to all his/her employees working under the award at the establishment or plant or job site.
- 26.2 Accredited union representatives shall be permitted to put on the notice board or boards formal union notices, signed or countersigned by the representative so placing them. Any notice posted on such board or boards not so signed or countersigned may be removed by an accredited union representative or the employer.

## 27. Amenities

- 27.1 Workshop and Depot

27.1.1 The employer shall ensure that the prescribed amenities are kept clean.

27.1.2 The employer shall provide at his/her workshop or depot a suitable locker or suitable hanging facilities which will provide adequate protection for an employee's clothing and his/her personal effects.

Note: The amenities for workshops and depots include change room, meal room, dining tables, chairs, clothes lockers, tool lockers, food storage space, meal heating facilities, garbage bins, showers, hand wash basins and sanitary conveniences.

- 27.2 Construction and Installation, &c. Sites: The employer shall ensure that the prescribed amenities are kept clean.

Note: The amenities for construction site work are those prescribed by the *Occupational Health and Safety Act* 2000, and by the Regulations made under the Act. The amenities prescribed include change room, meal room, tool storage, dining tables, chairs or forms, coat hooks, food storage space, garbage bins, sanitary and washing facilities.

- 27.3 Water Supply: an Employer Shall Provide at Each of His/Her Workshops and Depots and Job Sites an Adequate Supply of:

27.3.1 Pure, cool drinking water which shall be available for use at any time during working hours, and

27.3.2 Boiling water for beverages which shall be available for use during meal and crib breaks.

## 28. First Aid

- 28.1 Attendant: An employer shall endeavour to have at least one person who has been trained to render first aid in attendance when work is performed at an establishment.
- 28.2 First Aid Outfit: In each workshop, depot or job site where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first aid outfit.
- 28.3 First Aid Allowance: An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications approved by the WorkCover Authority of NSW shall be paid a daily allowance as set out in Item 19 of Table 3 - Additional Allowances of Part B, Monetary Rates if he/she is appointed by his/her employer to perform first aid duty.

## 29. Miscellaneous Provisions

- 29.1 Protective Clothing: Where employees are required to wear overalls and/or dust coats they shall be supplied by the employer.
- 29.2 Damage to Clothing, Spectacles and Hearing Aids: Compensation to the extent of the damage sustained shall be made where in the course of the work clothing, spectacles or hearing aids are damaged or destroyed by fire or molten metal or through the use of corrosive substances. This shall not apply when an employee is entitled to Workers' Compensation in respect of the damage.
- 29.3 Gas Masks
- 29.3.1 The employer shall ensure that sufficient gas masks are available to enable such employee, when engaged on repairs to refrigeration plants outside the employer's premises, to take one with him/her.
- 29.3.2 Employers shall provide respirators or gas masks for electric arc or oxy-acetylene operators working in places where fresh air cannot freely circulate.
- 29.4 Gloves
- 29.4.1 Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and where necessary for employees manually hauling underground cables or ring mains and similar cables and suitable gloves or pads for such other work as the foreperson and employee may agree.
- 29.4.2 In the case of disagreement between the foreperson and the employee, the employee or a shop steward on his/her behalf shall be entitled within 24 hours, to ask for a decision on the employee's claim by the employer. In such case, a decision shall be given on the employee's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided.
- 29.4.3 In any case where the Union alleges that an employer or his/her representative is persistently unreasonably or capricious in relation to such claims, it may bring such case before the Industrial Relations Commission of New South Wales.
- 29.5 Goggles
- 29.5.1 Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee, such goggles shall be sterilised before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his/her protection.
- 29.5.2 Goggles containing celluloid shall not be considered suitable for the purposes of this provision.
- 29.6 Masks: Where necessary suitable masks shall be provided for employees required to use compressed air for blowing dust from electrical machinery or equipment. An employee when performing such work shall wear the mask provided for his/her protection. Masks containing celluloid shall not be considered suitable for the purposes of this provision.
- 29.7 Protective Equipment - Welding:
- 29.7.1 Employers shall provide a sufficient supply of the undermentioned equipment to enable each tradesperson and his/her assistant when engaged on work necessitating its use:
- 29.7.1.1 Suitable fibrous cement sheets;

- 29.7.1.2 Hand screens or helmets, fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields);
- 29.7.1.3 Anti-flash goggles;
- 29.7.1.4 Aprons, leather sleeves and leggings (or coveralls of flameproof material) and gauntlet gloves; and

29.7.2 An employee who is supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied. Where electric arc operators are working sufficient suitable screens, shall be provided by the employer for the protection of employees from flash.

- 29.8 Safety Gear for Live Work: Adequate safety gear (including insulating gloves, mats and/or shields where necessary) shall be provided by employers for employees required to work on live electrical equipment.
- 29.9 Case Hardened Prescription Lenses: An employer who requires an employee to have his/her prescription lenses case hardened shall pay for the cost of such case hardening.

### 30. Anti-Discrimination

- 30.1 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 and responsibilities as a carer.
- 30.2 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.
- 30.3 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.
- 30.4 Nothing in this Clause is to be taken to affect:
  - 30.4.1 Any conduct or act which is specially exempted from anti-discrimination legislation;
  - 30.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
  - 30.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 30.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 30.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this Clause.

#### NOTES

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



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

### **31. Dispute Settlement Procedure**

- 31.1 The parties have considered the question of dispute settling procedures with a view to placing a maximum emphasis on the peaceful settlement of disputes and minimisation of lost time within the industry.
- 31.2 In the event of any dispute between an employer and one or more of its employees, it is agreed that the following procedure shall be adhered to:
- 31.2.1 The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:
- 31.2.1.1 Initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representative shall then:
- 31.2.1.2 Raise the matter with the company manager or his/her representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative will then:
- 31.2.1.3 Be provided with telephone facilities to speak to any official of the relevant union and request representation at a further conference to be held at a date and time mutually acceptable.
- 31.2.2 Should negotiations as prescribed in 31.2.1 above fail, the matter (where appropriate) shall be referred to the relevant employer organisation and the state secretary of the union within five working days, at which level a conference of the parties shall be convened without delay.
- 31.2.3 In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.
- 31.2.4 Whilst the above procedure is being effected, work shall continue normally.

### **32. Incidence, Scope and Application**

- 32.1 This award shall apply to the provision of electrical services by electrical, electronic and communications contractors and their employees.
- 32.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Electrical, Electronic and Communications Contracting Industry (State) Award published 17 March 2006 (358 I.G. 1), as varied.
- 32.3 For the purpose of this Clause:
- 32.3.1 "Electrical contractor" means any entity who or which contracts to provide "electrical services".
- 32.3.2 "Electrical services" includes:
- 32.3.2.1 The maintenance of electric power distribution lines and all associated work; and/or

- 32.3.2.2 The installation of electric light and power, all classes of assembly, wiring, repair and maintenance of high, low and extra low voltage electrical installations and appliances including, without in any way limiting the generality of the foregoing, the assembling, installing, diagnosing, servicing and rectifying of faults in any of the following:
- 32.3.2.2.1 Electronic products (eg television receivers, video cassette recorders, audio equipment/systems, home computers, etc) and any combination of these products together with ancillary devices and/or equipment;
  - 32.3.2.2.2 Radio and television transmitting devices (including LF, HF, VHF and UHF); CB radios;
  - 32.3.2.2.3 Telemetry systems and ancillary equipment;
  - 32.3.2.2.4 Multiple access television distribution systems;
  - 32.3.2.2.5 Computers and their peripherals;
  - 32.3.2.2.6 Microwave and associated equipment;
  - 32.3.2.2.7 Electrically operated refrigeration and air conditioning equipment;
  - 32.3.2.2.8 Telephone communications devices;
  - 32.3.2.2.9 Fibre optic transmission lines and associated equipment;
  - 32.3.2.2.10 Public address systems;
  - 32.3.2.2.11 Domestic satellite television receivers;
  - 32.3.2.2.12 Maritime electronic equipment (including depth sounders, radars, etc)
  - 32.3.2.2.13 Security alarm systems;
  - 32.3.2.2.14 Fire alarm systems;
  - 32.3.2.2.15 Superconductivity systems and associated equipment;
  - 32.3.2.2.16 Electromagnetic devices;
  - 32.3.2.2.17 Electrical instrumentation.
- 32.4 Any entity who or which operates a business the primary purpose of which is the manufacture and/or vending of plant and equipment shall be exempt from this award solely in respect of those parts or divisions of the business which are predominantly engaged in the manufacture and/or vending of plant and equipment or the installation, assembly, refurbishment and maintenance of that plant and equipment.
- 32.5 Provided further that the award does not apply to employees of the Broken Hill Proprietary Company Limited or Tubemakers of Australia Limited or a related body corporate (within the meaning of the Corporations Law) of either company.
- 32.6 Provided further that the award shall apply only to employees who are members of or are eligible to be members of the Electrical Trades Union of Australia, New South Wales Branch.

### 33. Duration

- 33.1 This award shall take effect from the first pay period on or after 22 June 2005 and shall remain in force thereafter until 31 January 2008.
- 33.2 The Changes to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 11 September 2008.
- 33.3 This award shall remain in force until varied or rescinded, the period for which it was already made having expired.

### 34. Leave Reserved

- 34.1 Licence Reimbursement Allowance - In the event that the Department of Fair Trading imposes a licence fee on persons for the holding of a Qualified Supervisor Certificate (Electrician) or a Certificate of Registration or a Certificate of Registration (Electrician) the parties to this award will not oppose an application made by the Union to reimburse the holders of the said licence fee on a weekly basis.
- 34.2 Wage Rate Increases: Leave is reserved for any party to this Award to make formal application to vary weekly wage rates in Table 1 - Wages, of Part B, Monetary Rates in accordance with subclause 3.1.2 of this Award. Any such application shall not be opposed by the ECA.

### 34A. Traineeships

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

### 35. Deduction of Union Membership Fees

- 35.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- 35.1.1 The employee has authorised the employer to make such deductions in accordance with subclause 35.2 herein;
- 35.1.2 The Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount.
- 35.1.3 Deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- 35.1.4 There shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 35.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 35.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- 35.3.1 Where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and

- 35.3.2 Where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 35.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this Clause taking effect, nothing in this Clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 35.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- 35.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 35.7 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- 35.8 The above variations shall take effect:
- 35.8.1 In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 1 February 2003.
- 35.8.2 In the case of employers who do not fall within sub-paragraph 35.1 above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on 1 May 2003.
- 35.8.3 For all other employers, from the beginning of the first pay period to commence on or after 1 August 2003.

### **36. Motor Vehicles**

#### **36.1 Use of Motor Vehicles**

- 36.1.1 Where an employee drives a motor vehicle supplied by the employer, it is the employee's responsibility to operate and park the employer's motor vehicle in a legal manner. The driver of the vehicle will be responsible for the payment of any traffic infringements incurred.
- 36.1.2 If an employer's motor vehicle is involved in an infringement whereby the driver is not identified (eg speed or red light camera), it will be referred to the employee to whom the vehicle is assigned. For this reason no other person should be permitted to drive the vehicle. In the unavoidable event that another person be required to drive the vehicle, such use should be noted and is the responsibility of the individual to whom the vehicle is assigned.
- 36.1.3 No person other than an employee of the employer who holds a valid Australian Drivers' Licence shall be permitted to drive the employer's motor vehicle, without the express permission of the employer.

### **37. Overpayment Reimbursement to Employer**

#### **37.1 Overpayment Reimbursement to Employer**

37.1.1 An employee agrees to reimburse the employer for any overpayment of wages made to the employee in error by the employer.

37.1.2 Upon written notification of an overpayment to the employee, an employee authorises the employer to deduct from any wages or any other entitlements payable, or owing to the employee on termination, any overpayments made in error to the employee by the employer.

37.1.3 Any disputes in relation to this clause shall be dealt with in accordance with Clause 31 Dispute Settlement Procedure of this Award.

### **38. Training**

#### **38.1 Training**

38.1.1 This clause shall not apply to apprentices or trainees. For apprentices and trainees see clause 14 of this award.

38.1.2 The employer will pay for the reasonable costs of an employee undertaking training or further education subject to the following conditions:

38.1.2.1 Employees may be directed by the employer to attend training or further education during ordinary working hours and/or outside of ordinary working hours and/or in addition to ordinary working hours.

38.1.2.2 Where the employer directs employees to attend training or further education, employees will attend such training or further education either during ordinary working time and/or outside of ordinary working time and/or in addition to ordinary working time. The employer will pay all the costs of this training or further education and pay employees at ordinary time rates for their time spent in attendance. Notwithstanding anything else in this Award to the contrary, under no circumstances will an employee receive overtime payments for attendance at any employer directed training or further education and nor shall employees be entitled to receive overtime payments merely by virtue of the fact that such training or further education is concurrent or continuous with ordinary working time.

38.1.2.3 Where the employer does not direct an employee to attend training or further education, the decision as to whether or not payment for training or further education will be made for the training or further education itself, or for the employees attendance at such training or further education, is at the sole discretion of the employer.

38.1.2.4 Where an employee requests the employer pay for training or further education which the employer considers is not relevant to its needs, the employer may still agree to pay for such training or further education, however the employee shall attend the training or further education outside of their own ordinary working time and the employee will not be paid any wages or other monies by the employer for their attendance at such training or further education.

### **39. School Based Apprentices**

#### **39.1 Objective**

The objective of this clause is to assist in the establishment of a system of school based apprenticeship as part of the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken

at minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

### 39.2 Wages

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

### 39.3 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

### 39.4 Conditions of Employment

Except as otherwise provided by this Award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

### 39.5 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

### 39.6 Leave Reserved

In relation to matter IRC No. 42 of 2007 leave is reserved to have the matter re-listed urgently if any variation to the Vocational Training Order applying to a school based apprentice covered by this award occurs that is not with the consent of the parties to this award.

## PART B

### MONETARY RATES

Table 1 - Wages

Classification	Relativity	Former Rate Per Week	SWC 2004 Safety Net Adjustment	Minimum Weekly Wage	Minimum Weekly Wage including 5% increase from 22 June, 2005 \$
Grade 1	80%	461.50	19.00	480.50	504.55
Grade 2	85%	482.65	19.00	501.65	526.75
Grade 3	90%	503.80	19.00	522.80	548.95
Grade 4	95%	524.95	19.00	543.95	571.15
Grade 5	100%	548.10	19.00	567.10	595.45
Grade 6	105%	569.25	19.00	588.25	617.65
Grade 7	115%	609.55	19.00	628.55	660.00
Grade 8	125%	651.85	19.00	670.85	704.40

Grade 9	130%	673.00	19.00	692.00	726.60
Grade 10	145%	736.50	19.00	755.50	793.30

## Indentured Apprentices

	Former Rate Per Week	SWC 2004 Arbitrated Safety Net Adjustmen t	Total Per Week	Minimum Weekly Wage including 5% increase from 22 June, 2005
	\$	\$	\$	\$
1st year	196.10	6.85	202.95	213.10
2nd year	266.15	9.30	275.45	289.20
3rd year	384.40	13.45	397.85	417.75
4th year	441.35	15.45	456.80	479.65

## Trainee Apprentices

	Former Rate Per week	SWC 2004 Arbitrated Safety Net Adjustment	Total Per Week	Minimum Weekly Wage including 5% increase from 22 June, 2005
	\$	\$	\$	\$
1st year	226.00	7.90	233.90	245.60
2nd year	302.80	10.60	313.40	329.05
3rd year	423.60	14.80	438.40	460.30
4th year	464.70	16.25	480.95	505.00

**Table 2 - Additional Margins**

To take effect from the first pay period to commence on or after the 8th August 2007.

Item No.	Clause No.	Brief Description	Amount \$
1	3.3.1.1	Qualified Supervisor Certificate (Electrician)	32.05 per week
2	3.3.1.2	Certificate of Registration (Electrician)	17.25 per week
3	3.3.2	Leading Hand Allowance	43.25 per week
4	3.3.3	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
5	3.3.4.1	Construction Work - Special Allowance	36.75 per week
6	3.3.5	Ship Repair Work - Tradespersons	12.80 per week
		All other labour	10.40 per week
7	3.3.6	Tradesperson and their assistants employed in large operating power houses	16.85 per week
8	3.5.1.2	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
9	3.5.1.3	Apprentices engaged on ship repairs	12.80 per week

10	3.5.1.4	Apprentices engaged on construction work - Year of Apprenticeship 1st year 2nd year 3rd year 4th year	22.45 32.75 42.35 50.20
11	3.5.2.2	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
12	3.5.2.3	Trainee Apprentices engaged on ship repairs	12.80 per week
13	3.5.2.5	Trainee apprentices engaged on construction work - Year of Apprenticeship: 1st year 2nd year 3rd year 4th year	Per week 23.80 36.50 46.10 52.20
14	5.3	Tool Allowance	13.30 per week
14	5.6	Loss of Tools - maximum compensation	439.80
14	5.7	Employee liable to pay on each claim for compensation	The first 71.40

**Table 3 -Additional Allowances**

To take effect from the first pay period to commence on or after the 8th August 2007.

Item No.	Clause No.	Brief Description	Amount \$
1	15.1.1	Dirty Work Allowance	0.47 per hour
2	15.1.1.2.4	Ship Repair - Dirty Work Allowance	0.60 per hour
3	15.1.2	Confined Space Allowance	0.59 per hour
4	15.1.3	Insulation Material Allowance	0.60 per hour
5	15.1.4.1	Height Allowance - for each further 15 meters increase in height	0.51 per hour 0.51 per hour
	15.1.4.2	Working in bosun's chair or swinging scaffold at height of -15m -for each additional 15m	0.51 per hour 0.51 per hour
6	15.1.5	Wet Allowance	0.47 per hour
7	15.1.6	Hot Places Allowance - 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.47 per hour 0.60 per hour
8	15.1.7	Cold Places Allowance	0.47 per hour
9	15.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.26 per day
10	15.1.9 15.1.9.4	Toxic Substance Allowance Employees working in close proximity to employees so engaged with such substances	0.61 per hour 0.51 per hour
11	15.1.10 15.1.10.5	Underground Work Allowance Underground Work Allowance maximum 4 days or shifts per week	10.83 per week 2.17 per day or shift
12	15.1.11.1 15.1.11.2 15.1.11.3	Submarine Allowance - for work inside hull For work in other compartments listed in 4.1.11.2 For work inside "D", "O" and "R" tanks	0.85 per hour 1.41 per hour 1.67 per hour
13	15.1.12.4	Asbestos Allowance	1.68 per hour
14	15.1.13	Sewerage Ocean Outfall Plants Allowance	0.86 per hour



15	15.2.2.1	On construction work at the construction sites of Australian Iron and Steel Ltd and others - Compensation for disabilities experienced at these sites	44.73 per week
16	15.2.2	Corrective Establishment Allowance	1.27 per hour
17	16.4.3	5 storey levels up to and including 15 storey levels From 16 storey levels up to and including 30 storey levels From 31 storey levels up to and including 45 storey levels From 46 storey levels up to and including 60 storey levels From 61 storey levels and above	0.43 per hour 0.51 per hour 0.78 per hour 1.00 per hour 1.26 per hour
18	17 17.1 17.2 17.3	Distant Places Allowance - Central Section Western Division Snowy Mountains Section	1.05 per day 1.74 per day 1.74 per day
19	28.3	First-aid Allowance	2.40 per day
20	19.5.1A.2	On Call Allowance - every part of 24 hour period outside of ordinary working hours between shifts	1.81 per hour
21	19.5.1A.3	On Call Allowance - every part of 24 hour period outside of ordinary working hours between shifts	1.81 per hour
22	19.5.1A.4	On Call Allowance - every full 24 hour period	43.26 per day
23	19.5.1A.5	On Call Allowance - every week	216.32 per week

**Table 4 - Expense Related Allowances**

To take effect from the first pay period to commence on or after 26th August 2007

Item No.	Clause No.	Brief Description	Amount \$
1	4.3.3	Motor Vehicle Allowance	0.64 per Km
2	4.4.3.1	Daily Average Excess Fares, Construction Work etc, Allowance	11.40 per week
3	4.4.3.2.2.2	Weekly Average Excess Fares Rate	54.10 per week
4	7.1.1	Living Away from Home Allowance	527.65 per week
5	7.3.3.1	Camping Allowance	14.95 per day
6	19.8.1 & 20.4.2.1	Meal Allowance	9.60 per meal

**APPENDIX A****WORKER CLASSIFICATION COMPARISON**

WORKER CLASSIFICATIONS	PRE EXISTING CLASSIFICATIONS
Electrical Worker Grade 1	No pre-existing classification at this level
Electrical Worker Grade 2	Trades Assistant Lines Assistant
Electrical Worker Grade 3	Linesperson
Electrical Worker Grade 4	Linesperson Special Class
Electrical Worker Grade 5 Electrical Tradesperson Level 1 Electronic Serviceperson Level 1 Instrument Tradesperson Level 1 Refrigeration/ Air Conditioning Linesperson/Cable Jointer Level 1	Electrical Mechanic Electrical Fitter Radio Mechanic or Fitter Refrigeration and/or Air Conditioning Tradesperson Level Mechanic or Fitter Battery Fitter

<p>Electrical Worker Grade 6          Electrical Tradesperson Level 2          Electronic Serviceperson Level 2</p> <p>Instrument Tradesperson Level 2          Refrigeration/Air-Conditioning Tradesperson Level 2          Linesperson/Cable Jointer Level 2</p>	<p>Electrical Instrument Fitter          Electrician in Charge of Plant having a capacity of less than 75KW</p>
<p>Electrical Worker Grade 7          Electrical Tradesperson Level 3</p> <p>Electronic Serviceperson Level 3          Instrument Tradesperson Level 3          Refrigeration/Air-Conditioning Tradesperson Level 3          Linesperson/Cable Jointer Level 3</p>	<p>Electrician in Charge of Plant having a capacity of 75KW or more</p>
<p>Electrical Worker Grade 8          Advanced Electrical Tradesperson Level 1          Advanced Electronic Serviceperson Level 1          Advanced Instrument Tradesperson Level 1          Advanced Refrigeration/Air-Conditioning Tradesperson Level 1</p>	<p>Electronic Tradesperson</p>
<p>Electrical Worker Grade 9          Advanced Electrical Tradesperson Level 2          Advanced Electronic Serviceperson Level 2          Advanced Instrument Tradesperson Level 2          Advanced Refrigeration/Air-Conditioning Tradesperson Level 2</p>	<p>No pre-existing classification at this level</p>
<p>Electronic Worker Grade 10</p> <p>Advanced Electrical Tradesperson Level 3          Advanced Electronic Serviceperson Level 3          Advanced Instrument Tradesperson Level 3          Advanced Refrigeration/Air-Conditioning Tradesperson Level 3</p>	<p>No pre-existing classification at this level</p>

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

## ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1257 of 2008)

Before Commissioner Stanton

30 September 2008

### VARIATION

1. Delete subclause 3.6 of clause 3, Wages of the award made 11 September 2008 and insert in lieu thereof the following:
  - 3.6 The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These Adjustments may offset against:
    - (a) Any equivalent over-award payments, and/or
    - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments
2. Delete Table 2 - Additional Margins, Table 3 - Additional Allowances, and Table 4 - Expense Related Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 2 - Additional Margins**

Item No.	Clause No.	Brief Description	Amount \$
1	3.3.1.1	Qualified Supervisor Certificate (Electrician)	33.30 per week
2	3.3.1.2	Certificate of Registration (Electrician)	17.95 per week
3	3.3.2	Leading Hand Allowance	45.00 per week
4	3.3.3	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	23.80 per week
5	3.3.4.1	Construction Work - Special Allowance	38.20 per week
6	3.3.5	Ship Repair Work - Tradespersons	13.30 per week
		All other labour	10.80 per week
7	3.3.6	Tradesperson and their assistants employed in large operating power houses	17.50 per week
8	3.5.1.2	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	23.80 per week

9	3.5.1.3	Apprentices engaged on ship repairs	13.30 per week
10	3.5.1.4	Apprentices engaged on construction work - Year of Apprenticeship 1st year 2nd year 3rd year 4th year	Per Week  23.35 34.05 44.05 52.20
11	3.5.2.2	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	23.80 per week
12	3.5.2.3	Trainee Apprentices engaged on ship repairs	13.30 per week
13	3.5.2.5	Trainee apprentices engaged on construction work- Year of Apprenticeship: 1st year 2nd year 3rd year 4th year	Per week  24.75 37.95 47.95 54.30
14	5.3	Tool Allowance	13.85 per week
14	5.6	Loss of Tools- maximum compensation	457.40
14	5.7	Employee liable to pay on each claim for compensation	The first 74.25

**Table 3 -Additional Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	15.1.1	Dirty Work Allowance	0.49 per hour
2	15.1.1.2.4	Ship Repair - Dirty Work Allowance	0.62 per hour
3	15.1.2	Confined Space Allowance	0.61 per hour
4	15.1.3	Insulation Material Allowance	0.62 per hour
5	15.1.4.1	Height Allowance - at 15 metres	0.53 per hour
	15.1.4.2	for each further 15 meters increase in height Working in bosun's chair or swinging scaffold at height of -15m -for each additional 15m	0.53 per hour 0.53 per hour
6	15.1.5	Wet Allowance	0.49 per hour
7	15.1.6	Hot Places Allowance - 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.49 per hour 0.62 per hour
8	15.1.7	Cold Places Allowance	0.49 per hour
9	15.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.31 per day
10	15.1.9	Toxic Substance Allowance	0.63 per hour
	15.1.9.4	Employees working in close proximity to employees so engaged with such substances	0.53 per hour
11	15.1.10	Underground Work Allowance	11.26 per week
	15.1.10.5	Underground Work Allowance maximum 4 days or shifts per week	2.26 per day or shift

12	15.1.11.1	Submarine Allowance - for work inside hull	0.88 per hour
	15.1.11.2	For work in other compartments listed in 4.1.11.2	1.47 per hour
	15.1.11.3	For work inside "D", "O" and "R" tanks	1.74 per hour
13	15.1.12.4	Asbestos Allowance	1.75 per hour
14	15.1.13	Sewerage Ocean Outfall Plants Allowance	0.89 per hour
15	15.2.2.1	On construction work at the construction sites of Australian Iron and Steel Ltd and others- Compensation for disabilities experienced at these sites	46.52 per week
16	15.2.2	Corrective Establishment Allowance	1.32 per hour
17	16.4.3	5 storey levels up to and including 15 storey levels	0.45 per hour
		From 16 storey levels up to and including 30 storey levels	0.53 per hour
		From 31 storey levels up to and including 45 storey levels	0.81 per hour
		From 46 storey levels up to and including 60 storey levels	1.04 per hour
		From 61 storey levels and above	1.31 per hour
18	17	Distant Places Allowance -	
	17.1	Central Section	1.09 per day
	17.2	Western Division	1.81 per day
	17.3	Snowy Mountains Section	1.81 per day
19	28.3	First-aid Allowance	2.50 per day
20	19.5.1A.2	On Call Allowance - every part of 24 hour period outside of ordinary working hours between shifts	1.88 per hour
21	19.5.1A.3	On Call Allowance - every part of 24 hour period outside of ordinary working hours between shifts	1.88 per hour
22	19.5.1A.4	On Call Allowance - every full 24 hour period	44.99 per day
23	19.5.1A.5	On Call Allowance - every week	224.97 per week

**Table 4 - Expense Related Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4.3.3	Motor Vehicle Allowance	0.64 per Km
2	4.4.3.1	Daily Average Excess Fares, Construction Work etc, Allowance	12.00 per week
3	4.4.3.2.2.2	Weekly Average Excess Fares Rate	57.00 per week
4	7.1.1	Living Away from Home Allowance	548.25 per week
5	7.3.3.1	Camping Allowance	15.85 per day
6	19.8.1 & 20.4.2.1	Meal Allowance	10.05 per meal

3. This variation shall take effect from the first pay period to commence on or after the 11 September 2008.

J.D. STANTON, Commissioner

---

Printed by the authority of the Industrial Registrar.

(180)

SERIAL C6813

## ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1918 of 2008)

Before Commissioner Macdonald

15 October 2008

### VARIATION

1. Delete Table 1 - Wages of Part B Monetary Rates, of the award made 11 September 2008, and insert in lieu thereof the following:

**Table 1 - Wages**

Classification	Relativity	Former Weekly Rate \$	2008 Adjustment %	Minimum Weekly Wage \$
Grade 1	80%	556.30	4.0	578.55
Grade 2	85%	580.75	4.0	604.00
Grade 3	90%	605.20	4.0	629.40
Grade 4	95%	629.70	4.0	654.90
Grade 5	100%	656.45	4.0	682.70
Grade 6	105%	681.00	4.0	708.25
Grade 7	115%	727.65	4.0	756.75
Grade 8	125%	776.60	4.0	807.65
Grade 9	130%	801.10	4.0	833.15
Grade 10	145%	874.60	4.0	909.60

#### Indentured Apprentices

Year	Former Weekly Rate \$	2008 Adjustment %	Minimum Weekly Rate \$
1st year	234.95	4.0	244.35
2nd year	318.85	4.0	331.60
3rd year	460.60	4.0	479.00
4th year	528.85	4.0	550.00

#### Trainee Apprentices

Year	Former Weekly Rate	2008 Adjustment %	Minimum Weekly Rate \$
1st year	270.80	4.0	281.65
2nd year	362.80	4.0	377.30
3rd year	507.45	4.0	527.75
4th year	556.75	4.0	579.00

2. This variation shall take effect from the first full pay period to commence on or after the 15 October 2008.

A. MACDONALD, Commissioner

---

Printed by the authority of the Industrial Registrar.



**ELECTRICIANS, &c. (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1257 of 2008)

Before Commissioner Stanton

14 August 2008

**VARIATION**

1. Delete subclause 8.7 of clause 8, Wage Rates, of the award published 14 March 2008 (365 I.G. 181), and insert in lieu thereof the following:
  - 8.7 The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These Adjustments may offset against:
    - 8.7.1 Any equivalent over-award payments, and/or
    - 8.7.2 Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wage Rates**

	Former Rate Per Week	SWC 2008 Arbitrated Safety Net Adjustment	Total Per Week	*Supplementary Payment Per Week
	\$	%	\$	\$
Electrical Mechanic	592.00	4.0	615.68	30.10
Electric Fitter	592.00	4.0	615.68	30.10
Electrical Instrument Fitter	616.80	4.0	641.47	32.40
Electronics Tradesperson	663.10	4.0	689.62	55.60
Plant Electrician shall be paid the same rate of pay as a Leading Hand Electrical Mechanic. NOTE: The margin for a Plant Electrician, calculated as prescribed above, is	628.40	4.0	653.54	32.70
Radio Mechanic or Fitter	592.00	4.0	615.68	30.10
Refrigeration and/or Air Conditioning Mechanic or Fitter	592.00	4.0	615.68	30.10
Battery Fitter	592.00	4.0	615.68	30.10
Electrician in charge of plant having a capacity of less than 75kw	601.10	4.0	625.14	31.30
Electrician in charge of plant having a capacity of 75 kW or more	625.50	4.0	650.52	33.00
Linesworker	564.20	4.0	586.77	27.90

Linesworker special class	583.40	4.0	606.74	29.40
Tradesperson and/or Linesworkers Assistant	531.40	4.0	552.66	24.40

\* The supplementary payment prescribed shall be paid to all employees other than employees engaged on construction work.

**Table 2 - Additional Margins**

Item No.	Clause No.	Brief Description	Amount \$
1	4.1.1	Qualified Supervisor Certificate (Electrician)	33.35 per week
2	4.1.1	Certificate of Registration (Electrician)	18.00 per week
3	4.1.1	Licence Reimbursement Allowance - NSW "Qualified Supervisor Certificate"	0.45 per week
4	4.1.2	Leading Hand Allowance	45.00 per week
5	4.1.3.1	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	23.80 per week
6	4.1.4.1	Construction Work - Special Allowance	84.20 per week
7	4.1.5	Ship Repair Work - Tradespersons All other labour	13.30 per week 10.80 per week
8	4.1.6	Tradesperson and their assistants employed in large operating power houses	17.50 per week
9	4.1.7	Electrical Tradespersons employed at Australian Gypsum Ltd., Camellia	21.15 per week
10	4.2.1.1	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	23.80 per week
11	4.2.1.2	Apprentices engaged on ship repairs	13.30 per week
12	4.2.1.3	Apprentices engaged on construction work - Year of Apprenticeship 1st year 2nd year 3rd year 4th year	Per Week 23.35 34.05 44.05 52.20
13	4.2.2.1	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	23.80 per week
14	4.2.2.2	Trainee Apprentices engaged on ship repairs	13.30 per week
15	4.2.2.3	Trainee apprentices engaged on construction work- Year of Apprenticeship: 1st year 2nd year 3rd year 4th year	Per week 24.75 37.95 47.95 54.30
16	7.3.1	Tool Allowance	13.80 per week

**Table 3 - Apprentice Rates**

## (i) Indentured Apprentices

(a) The minimum weekly rates of wages for apprentices shall be as follows:

	Former Rate per week \$	SWC 2008 Arbitrated Safety Net Adjustment %	Total per week \$
1st year	226.10	4.0	235.15
2nd year	306.85	4.0	319.10
3rd year	443.25	4.0	461.00
4th year	508.85	4.0	529.20

## (ii) Trainee Apprentices

(a) The minimum weekly rates of wages for trainee apprentices shall be as follows:

	Former Rate per week \$	SWC 2008 Arbitrated Safety Net Adjustment %	Total per week \$
1st year	260.55	4.0	270.95
2nd year	349.15	4.0	363.10
3rd year	488.45	4.0	508.00
4th year	535.80	4.0	557.25

**Table 4 - Expense Related Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	6.3.3	Motor Vehicle Allowance	0.64/km
2	6.4.3.1 & 6.4.3.2.1	Daily Average Excess Fares, Construction Work etc, Allowance	11.95 per day
3	6.4.3.2.2.3	Weekly Average Excess Fares Rate	56.70 per week
4	19.8 & 20.4.2.1	Meal Allowance	10.20 per meal
5	10.1	Living Away From Home Allowance	387.60 per week 54.90 per day
6	10.4.3.1	Camping Allowance	15.80 per day

**Table 5 - Work Related Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	14.1.1	Dirty Work Allowance	0.49 per hour
2	14.1.1.3	Ship Repair - Dirty Work Allowance	0.63 per hour
3	14.1.2	Confined Space Allowance	0.63 per hour
4	14.1.3	Insulation Material Allowance	0.63 per hour
5	14.1.4.1	Height Allowance - for each further 15 meters increase in height	0.53 per hour
	14.1.4.2	Bosun's chair or swinging scaffold allowance - for each further 15 meters increase in height	0.53 per hour 0.53 per hour
6	14.1.5.1	Wet Allowance	0.49 per hour
7	14.1.6.1	Hot Places Allowance - 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.49 per hour 0.63 per hour

8	14.1.7	Cold Places Allowance	0.49 per hour
9	14.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.31 per day
10	14.1.9.3	Toxic Substance Allowance Employees working in close proximity to employees so engaged with such substances	0.64 per hour 0.53 per hour
11	14.1.10.1 14.1.10.5	Underground Work Allowance Underground Work Allowance maximum 4 days or shifts per week	11.27 per week 2.26 per day or shift
12	14.1.11.1 14.1.11.2 14.1.11.3	Submarine Allowance - for work inside hull For work in other compartments listed in 4.1.11.2 For work inside "D", "O" and "R" tanks	0.89 per hour 1.47 per hour 1.75 per hour
13	14.1.12.4	Asbestos Allowance	1.75 per week
14	14.2.1	Pilkington - A.C.I. Operations Pty Ltd Electrical Workers Allowance Electrical Tradesmen's Assistants Allowance	29.90 per week 27.05 per week
15	14.2.2.1	AIS, JLA and BHP Construction Allowance	46.50 per week
16	14.2.2	Corrective Establishment Allowance	1.32 per hour
17	15.4.3	Up to and including 4 storey levels From 5 storey levels up to and including 15 storey levels From 16 storey levels up to and including 30 storey levels From 31 storey levels up to and including 45 storey levels From 46 storey levels up to and including 60 storey levels From 61 storey levels and above	Nil 43 cents per hour 48 cents per hour 56 cents per hour 68 cents per hour 77 cents per hour
18	16.1 16.2 16.3	Distant Places Allowance - Central Section Western Division Snowy Mountains Section	1.08 per day 1.81 per day 1.81 per day
19	29	First-aid Allowance	2.50 per day

3. This variation shall take effect from the first pay period to commence on or after the 14 August 2008.

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**ENGINE PACKING MANUFACTURE (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1151 of 2008)

Before Commissioner Cambridge

28 July 2008

**VARIATION**

1. Delete paragraph (i)(b) of clause 2, Wages, of the award published 16 February 2001 (322 I.G. 354) and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (i) any equivalent over-award payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Rate Per week \$	State Wage Case 2008 %	New Rate Per Week \$
Machinist	542.70	4.0	564.40
Trainee Machinist (First 3 months)	534.50	4.0	555.90
Labourer	537.60	4.0	559.10
Light Machinist (as defined)	535.90	4.0	557.30
Trainee Light Machinist (First 3 months)	531.40	4.0	552.70
Tablehand; Trimmer; Finisher; Packager	532.80	4.0	554.10

**Table 2 - Other Rates And Allowances**

Item	Clause No.	Brief Description	Former Allowance \$	New Allowance \$
1	9(ii)	Meal Allowance	9.20 per meal	9.60 per meal
2	9(iii)(a)	Leading Hand - Up to 10 employees	24.30 per week	25.27 per week
3	9(iii)(b)	Leading Hand - Over 10 employees	32.34 per week	33.63 per week
4	9(iv)	First Aid Allowance	2.18 per day	2.27 per day
5	9(v)(a)	Dirt Money: Squaring Machine or Cleaning	1.30 per day	1.35 per day
6	9(v)(b)	Dirt Money: Twisting Machine or Hemp and/or Asbestos Plaiters	1.20 per day	1.25 per day

3. This variation shall take effect from the first full pay period to commence on or after 15 November 2008.

I. W. CAMBRIDGE, Commissioner

---

Printed by the authority of the Industrial Registrar.

# ENTERTAINMENT AND BROADCASTING INDUSTRY - FILM AND VIDEO PRODUCTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 664 of 2008)

Before Commissioner Bishop

3 October 2008

## REVIEWED AWARD

### PART 1

#### APPLICATION AND OPERATION OF AWARD

##### 1. Title

This Award will be known as the Entertainment and Broadcasting - Film and Video Production (State) Award.

##### 2. Arrangement

The Award is arranged as follows:

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

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Application and Parties Bound
4.	When the Award Commences
5.	Locality
6.	Definitions
7.	Production/Enterprise Flexibility Provisions

#### PART 2 - EMPLOYER AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

8.	Terms of Engagement
9.	Part-Time Employment
10.	Casual Employees
11.	Termination of Employment
12.	Redundancy

#### PART 3 - WAGES, CLASSIFICATIONS AND RELATED MATTERS

13.	Classifications and Rates of Pay
14.	Exceptions to Certain Clauses
15.	Documentary Productions
16.	Superannuation
17.	Payment of Wages

**PART 4 - HOURS OF WORK AND RELATED MATTERS**

18. Hours of Work
19. Calculation of Penalties and Provision of Rosters
20. Overtime
21. Five/Six Day Week
22. Breaks between Work Periods
23. Meal Breaks
24. Rest Periods

**PART 5 - ALLOWANCES**

25. Travelling
26. Clothing
27. Reimbursement for Facilities

**PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

28. Annual Leave
29. Sick Leave
30. Public Holidays
31. Parental Leave
32. Personal/Carers Leave
33. Compassionate Leave

**PART 9 - AWARD COMPLIANCE, CONSULTATION AND ANTI DISCRIMINATION**

34. Access to Award
35. Dispute Settlement Procedure
36. Employee Consultation
37. Anti-Discrimination
38. Index of Facilitative Provisions

Appendix A - Transitional and translation arrangements  
Appendix B Rates of Pay and Allowances

**3. Application and Parties Bound**

- (a) This award shall apply to all persons classified in clause 13 - Classifications and Rates of Pay employed in the industry as defined, throughout the State.
- (b) It shall not apply to the following companies:
  - (a) Walt Disney Television Animation (Aust.) Pty Ltd.
  - (b) Westside Television Productions Pty. Ltd
  - (c) Australian Film Television and Radio School
  - (d) Hoyts Productions Pty Ltd
  - (e) Kennedy Miller Pty. Ltd
  - (f) Hoyts Television Pty Ltd
  - (g) Roadshow Coote and Carroll Pty Ltd
  - (h) Broadcom Australia Pty Ltd



Video clip reproduction shall be exempt from the provisions of this award.

#### **4. When the Award Commences**

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Entertainment And Broadcasting Industry - Film And Video Production (State) Award published 19 August 2005 (353 I.G. 227), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 3 October 2008.

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

#### **5. Locality**

This Award will apply within New South Wales

#### **6. Definitions**

For the purposes of this Award the following definitions will apply:

6.1 Assistant

A person employed in any classification who assists under supervision. For the purposes of this definition "supervision" means - working in the immediate proximity and in the same area.

6.2 Award

Entertainment and Broadcasting industry - Film and Video Production (State) Award

6.3 Documentary production

A production which does not utilise actors, and in which there is no alternative to the working of irregular hours because of the geographic location involved and/or the subject matter of the production, and in which the number of persons engaged under the Agreement does not exceed six.

6.4 Exceptional circumstances

Means - any one of the following:

unfavourable weather;

acts of God;

sudden unforeseen unavailability of location;

sudden illness or sudden unforeseen unavailability of key crew or contracted artist; loss, damage

or unforeseeable delay in delivery of key prop or other key element; equipment breakdown; or negative damage.

6.5 Gross agreed remuneration

Means - In any week, gross wages payable to the employee (including over award payments) for the number of hours which the employee has agreed to work in that week for the employer. It will not include payment for irregular or unexpected overtime, but it will include amounts paid for time which the employee had agreed to work, but was not actually required to perform duties by the employer. It will not include allowances or per diems payable as reimbursement for expenses or amounts paid for

hire of equipment. Amounts paid in respect of annual leave will be regarded as part of gross agreed remuneration. Amounts paid by way of pro rata annual leave will not be regarded as part of gross agreed remuneration.

6.6 Industry

The industry in which persons are employed or engaged in producing film, video or television programs, but not including the employment or engagement of persons by television broadcasters.

6.7 Location away from home

Means - a location utilised for filming or recording where:

accommodation is provided by the employer; and

by surface transport more than two and a half hours is taken to reach the 25 km zone of the capital city of the employers usual place of business from the location by a reasonably practical route; and the location is a requirement of the script.

6.8 Union

Media Entertainment and Arts Alliance

6.9 MEAA

Media Entertainment and Arts Alliance

6.9 Reasonable accommodation

Unshared, modern motel style accommodation

6.10 SPAA

Screen Producers Association of Australia

6.11 EF

Employers First

6.12 Week

The period Monday to Sunday inclusive

### **7. Production/Enterprise Flexibility Provisions**

7.1 Where an employer or employees wish to pursue an agreement at the production, or enterprise level about how the award should be varied so as to make the production or enterprise operate more efficiently according to its particular needs, the following process will apply:

7.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the production or enterprise will be established.

7.1.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.

7.1.3 Where agreement is reached, an application will be made to the Commission in accordance with the provisions of Part 2 of Chapter 2 of the Industrial Relations Act 1996.

## PART 2

### EMPLOYER AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

#### 8. Terms of Engagement

- 8.1 Employment will be by the week. Any employee not specifically engaged as a casual employee will be employed by the week.
- 8.2 An employer may deduct payment for any day where an employee cannot be usefully employed because of any strike, ban on work, or any other stoppage or interruption with work beyond the control of the employer.
- 8.3 It is a term of engagement that in circumstances in which the nature of work required for a particular engagement nullifies, voids or otherwise has the effect of cancelling (either wholly or in part) the operation of the employees personal insurance the employer will indemnify the employee and/or the employee's dependants or heirs against any loss arising.

#### 9. Part-Time Employment

- 9.1 An employee may be engaged by the week to work on a part-time basis for an agreed number of ordinary hours less than 38.
- 9.2 The ordinary hours of work and days on which such work is to be performed will be agreed in writing between the employer and the employee before the employee begins part-time employment. Such agreed hours and days may be varied by agreement in writing between the employee and the employer.
- 9.3 The minimum hourly ordinary time rate of pay for a part-time employee will be the minimum weekly rate for a full-time employee of the relevant classification divided by 38. Overtime and penalty payments will apply to a part-time employee in the same manner as they apply to a full-time employee.
- 9.4 Subject to the provisions of this clause and the matters agreed to in accordance with subclause 9.2, part-time employees will be entitled to all award entitlements including all leave provisions on a pro rata basis.

#### 10. Casual Employees

- 10.1 Casual employees will be engaged and paid as such. A casual employee will be paid for a minimum of eight hours. The minimum hourly ordinary time rate of pay for a casual employee will be the minimum weekly rate for a full-time employee of the relevant classification divided by 38, plus an additional loading of 20 per cent. Casual employees will also be entitled to receive any penalties or other additional payments prescribed by this Award. For any hours worked in excess of eight hours in any one day the appropriate overtime rate will be paid.
- 10.2 Except when hired for one day only, a casual employee not required to work on a second or subsequent day will receive notice of cancellation prior to cessation of ordinary hours of work on the day prior to the next agreed starting time. If such notice is not given, the employee will be paid for a minimum of eight hours at the appropriate casual rate.
- 10.3 Casual employees engaged at a location may be employed for a minimum of four hours at the appropriate hourly rate in accordance with subclause 10.1.
- 10.4 Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the

employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

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

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

- (vii) Following an agreement being reached pursuant to paragraph (vi) the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
    - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
  - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
    - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
    - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
    - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
    - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
  - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group *Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the

national standards for Group Training Organisations established by the ANTA Ministerial Council.

## 11. Termination of Employment

### 11.1 Notice of termination by employer

11.1.1 In order to terminate the employment of an employee the employer will give to the employee the following notice:

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

11.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

11.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

11.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his or her employment not been terminated will be used.

11.1.5 The period of notice in this clause, will not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency within the first fourteen days only, neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

### 11.2 Notice of termination by an employee.

11.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

11.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice

### 11.3 Time off during notice period.

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

## 12. Redundancy

### 12.1 Application

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one years continuous service and the general obligation on employers

shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

## 12.2 Introduction of Change

### (a) Employers duty to notify

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

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

### (b) Employers duty to discuss change

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

## 12.3 Redundancy

### (a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of 12.2 above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or

minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

#### 12.4 Termination of Employment

##### (a) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause 12.2 (a)(1) above.

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

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

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

##### (b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause 12.2(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

##### (c) Time off during the notice period

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



- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee leaving during the notice period

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

(e) Statement of employment

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

(f) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(h) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employees employment had been terminated, and the employer may at the employers option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

## 12.5 Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause 12.4 above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

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

- (b) Incapacity to pay

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

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

- (c) Alternative Employment

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

- (d) Savings Clause

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

### **PART 3**

#### **WAGES, CLASSIFICATIONS AND RELATED MATTERS**

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

- 13.1 Appendix A sets out the process for the translation into the classification structure set out in this clause of employees engaged in classifications previously set out in this award and classifications commonly utilised in the motion picture and video production (including post- production and animation) industry.
- 13.2 Subject to the terms of sub-clause 13.1 of this award, the minimum rates of pay to be paid to an employee employed in each of the classifications defined at sub-clauses 13.6 will be as follows: set out in Table 1 in Appendix B.
- 13.3 The supplementary payments set out in this award are in substitution for any over award payment as defined at subclause 13.4 which would otherwise have been paid, up to the amount of the supplementary payment.

- 13.4 Over award payment is the amount (whether it is called an over award payment or referred to in any other terms) of any payment made to an employee which was not made in order to comply with the minimum rates of pay and conditions set out in this award.
- 13.5 The rates of pay in this award include the adjustments payable under the State Wage Case of 2005, 2006, 2007, 2008. These adjustments may be offset against:
- (i) any equivalent over award payments, and/or
  - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments
- 13.6 Employees engaged under the terms of this award will be classified in accordance with the classification descriptions set out below, and in accordance with the translation schedule set out in Appendix A to this award. That translation schedule includes both existing award classifications and classifications which are currently utilised in the industry. Employees whose job title is not included in the translation schedule will be classified in accordance with the position descriptions set out below and will be entitled to all provisions of the award. Level 1 Relativity to classification C10 of the Metal Industry Award: 90.0%

13.6.1 Entry/base level for an inexperienced employee.

At this level an employee will have no prior experience or training in the industry and will work under direct supervision on general duties of a basic nature requiring only limited discretion. An employee at level 1 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Under supervision, perform basic duties related to the maintenance of animals, equipment, vehicles etc used in the film production process;

Light cleaning or preparation of location, studio and/or unit base;

Lift and handle scenery, props or equipment under direct instruction; Pack and store simple objects under direct instruction;

Apply general safety procedures;

Develop an understanding of basic industry terminology and processes;

Work effectively in a team environment; Undertake courier or driver duties;

Develop an understanding of basic industry production process;

Basic maintenance of relevant tools and equipment.

13.6.2 Level 2 - Relativity: 97.5%

A level 2 employee will have limited previous experience or training in the industry and will act as an assistant to production personnel engaged in non-trade technical and creative duties. Level 2 employees may work without direct supervision as required. An employee at level 2 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Assist in supervision of employees at level 1;

Competently perform all relevant tasks undertaken at level 1;

Demonstrate an understanding of production terminology and processes; Undertake basic duties as assistant in relevant departments, including supervised maintenance, cleaning and storage of basic tools and equipment including costumes;

Demonstrate appropriate interpersonal skills, including problem solving with co-employees, performers and/or contractors or suppliers; Undertake liaison and/or courier duties;

Provide basic assistance in production office and with the casting of extras;

#### 13.6.3 Level 3 - Relativity: 103%.

A level 3 employees may hold a relevant trade certificate or its equivalent in a discipline or trade relevant to the industry, may have prior working experience in the industry and will have a good knowledge of technical and creative aspects of the industry. A level 3 employees will carry out duties under limited supervision. An employee at level 3 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Exercise technical and/or creative skills in required skill areas at a basic trade equivalent or better;

Assist in supervision of employees at level 1 or 2;

Understand and apply quality and safety control techniques;

Exercise good interpersonal and communication skills, particularly in consultation with performers, production personnel, etc;

Have a basic capacity to innovate and fault find using a broad range of materials, tools and/or technologies for installation, maintenance and/or repair and/or fabrication and/or construction and/or operation;

Perform duties under the pressure of production deadlines;

Have a sound understanding of industry terminology and craft, and an understanding of industry aesthetics and production processes;

Carry out repairs to equipment, props, costumes etc;

Provide organisational assistance to a head of department or other senior employee;

Exercise discretion within the scope of his/her department and classification;

Undertake production office, secretarial and executive management support duties as required;

Assist in organisation or supervision of loading/unloading props, scenery and equipment;

Undertake duties as an assistant in relevant departments.

#### 13.6.4 Level 4 - Relativity 111%

A level 4 employees will be an experienced industry employee, who will work competently and with minimal supervision within her/his department, or may manage a discrete part of the production process. An employee at level 4 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Undertake creative and/or technical tasks in relevant departments; Exercise technical and/or creative skills;

Understand and apply quality and safety control techniques;

Demonstrate a well developed understanding of industry craft and a developed understanding of industry aesthetics which is applied to the work performed;

- Assist in the development and provision of training;
- Carry out equipment maintenance, and carry out repairs to complex equipment as required;
- Organise work and allocate work priorities;
- Accurately generate and interpret reports and/or plans or designs; Exercise discretion within the scope of the classification;
- Supervise a work team or assist in the co-ordination of work across a number of departments;
- Cast extras and liaise with agents in the casting process; Assist in liaison with, and assist, performers;
- Undertake supervision of some production office duties; Provide specialist advice and/or equipment to the production;
- Co-ordinate the provision of facilities for cast and crew on location/set;
- Program and operate control systems, including software related to sound, lighting etc, or the mechanical operation of equipment or special effects;
- Assist in the post production process;

#### 13.6.5 Level 5 - Relativity 119%

A level 5 employee will be an experienced industry employee who may have undertaken advanced training. A level 5 employee will work competently at a high skill level without supervision as primary assistant to key technical and creative personnel. An employee at level 5 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- Exercise technical and/or creative skills at a high level;
- Provide and develop training in association with other skilled technicians and production management;
- Have a complex understanding of production industry craft and a well developed sense of production industry aesthetics which is applied to work performed;
- Develop work programs and allocate priorities for a work team;
- Well developed capacity to develop solutions to relevant problems using a wide variety of materials, tools and techniques including specialised technologies for fabrication and/or construction, repair, maintenance and installation of advanced equipment, etc;
- Apply a range of specialist knowledge and provide specialised skills;
- Develop and generate reports/plans/designs/drawings as required and assist in co-ordinating production schedules and timelines as required to meet deadlines;
- Capable of unsupervised solo work;
- Undertakes production co-ordination duties at the level of assistant to Production Manager;
- Organise and manage the use of locations and liaison with local authorities as required;

Assist first AD, liaise with production office and location/set, monitor schedule, supervise extras;

Operate and perform SFX sequences;

Exercise advanced trade skills in the art and props departments; Assist the Art Director.

#### 13.6.6 Level 6 - Relativity 130%

A level 6 employee will be an experienced industry employee who is capable of unsupervised work of a complex technical or creative nature. A level 6 employee may supervise a department on small scale productions or be deputy HoD on a large scale production. An employee at level 6 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Provide technical guidance to other employees;

Exercise high level skills in key technical and production support departments;

Prepare detailed reports as required in her/his area;

Assist in the development and provision of on the job training;

Operate, maintain and repair as required sophisticated/advanced equipment;

Design of sets, floor plans, construction plans etc; Undertake all aspects of still photography; Co-ordinate SFX sequences and sequences requiring animals; Responsible for production accounting processes; Supervision of make-up, hair and wardrobe departments; Supervise cast and crew safety on set and location.

#### 13.6.7 Level 7 - Relativity 143%

A level 7 employee will be an experienced industry employee with considerable advanced training or its equivalent. An employee at level 7 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Provide, develop and may supervise on the job training;

Provide a major contribution to the development of work plans, timelines and budgets for major productions;

Co-ordinate the activities of a number of departments within a production environment and assists in the solution of budgetary and other complex difficulties which arise in the development of work plans and production schedules, etc.;

Undertake duties of first assistant director;

Prepare complex integrated multi-department reports and plans/plots/drawings as required;

Work closely with designers and other senior creative staff in the development of concepts and plans etc.;

Exercise considerable discretion within the classification;

Responsible with heads of department for ensuring satisfactory quality of work at department level;

Advanced understanding of production industry craft processes and aesthetics and applies that to the work performed;

Liaise with and assist performers, and plan and provide all necessary co-ordination for effective location or studio management;

Undertake key technical responsibilities including maintenance, set-up and operation of complex camera, lighting, construction and electrical equipment;

Oversee the satisfactory co-ordination of technical services;

Oversee the recruitment of staff in co-operation with heads of department; Supervise and design SFX and SFX make-up;

Supervise business and technical arrangements and monitor budget adherence;

Control and operate complex audio-visual production and post-production equipment;

Control and direct all aspects of continuity; Supervise post-production;

Design costumes.

#### 13.6.7 Level 8 - Relativity 158%

A level 8 employee will work at a level above and beyond an employee at level 7 and exercise advanced skill, judgement and control in key production, technical, or creative management. An employee at level 8 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Exercise key creative control of photography, sound and production design;

Direct second unit filming;

Perform duties as a senior department head or as senior creative personnel such as DOP, Production Designer or Sound Designer;

Supervise, design and direct complex creative processes as required; Supervise the co-ordination of training.

#### 13.6.8 Level 9 - Relativity 165%

A level 9 employee will demonstrate advanced industry skills as a Director working in series or serials, documentaries, animated productions, or similar productions. An employee at level 9 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Undertake all duties of Director or Animation Director;

Integrate the work of performers and senior creative personnel to develop complex integrated work plans for major productions;

Exercise creative control of a production;

Develop complex plans as required.

#### 13.6.9 Level 10 - Relativity 175%

A level 10 employee will demonstrate advanced industry skills as a Director working in feature film, mini-series and one shot drama/telemovie productions. An employee at level 10 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

Undertake all duties of Director;

Integrate the work of performers and senior creative personnel to develop complex integrated work plans for major productions;

Exercise creative control of all aspects of a production including script rights, principal casting rights, fine cut rights and mix rights;

Develop complex plans as required.

- 13.7 An employee may be transferred to perform work other than the work for which she or he was engaged, provided that an employee will not suffer any reduction in his/her ordinary rate of pay by reason of such transfer.
- 13.8 An employee transferred to perform work for which a rate of pay higher than his/her own ordinary rate is prescribed by this Award will be paid at the higher rate during the period of transfer, or for four hours, whichever is greater. Provided that if the period is more than four hours the employee will be paid at the higher rate for one day. This subclause will not apply in cases where an employee is temporarily relieving another employee engaged in a continuous process during a period of absence not exceeding one hour in any day.

#### **14. Exceptions to Certain Clauses**

- 14.1 The provisions of subclauses 18.1 to 18.6 inclusive, and clauses 19 - Calculation of penalties and provision of rosters and 20 - Overtime of this Award will not apply to employees engaged in the specific positions listed hereunder, and who are contracted to receive weekly remuneration as follows:

14.1.1 Where the production is scheduled as a five day week, four times the weekly rate for the relevant classification.

14.1.2 Where the production is scheduled as a six day week, five times the weekly rate for the relevant classification.

14.1.3 The specific positions referred to in this clause are as follows:

Production Supervisor;

Production Manager;

Unit Manager;

Director;

First Assistant Director;

Director of Photography;

Post Production

Supervisor;

Editor;

Art Director;

Production Designer;

Supervisor Make Up;

Wardrobe and Costume Designer;



Sound Designer/mixer.

### **15. Documentary Productions**

- 15.1 Where an employee is engaged for a documentary production and the employer and employee so agree the provisions of subclauses 19.1, 19.4 to 19.10 inclusive, 20.6 and 25.15 and clause 21 - Five/six day week will not apply while actually engaged in filming provided that such employee is paid at an hourly loading of at least 25% of the ordinary hours rate, such loading to be taken into account in the calculation of overtime and penalty rates, and MEAA or other authorised representative of the employee is advised by the employer at least two weeks in advance of the commencement of principal photography.
- 15.2 Notwithstanding any of the provisions of this subclause no employee engaged under an agreement reached using the provisions of subclause 15.1 will be required to work more than thirteen consecutive days without a break of 34 clear hours off duty.

### **16. Superannuation**

- 16.1 In addition to all other amounts payable under this Award, each employer will pay into a superannuation fund an additional proportion of each employee's gross agreed remuneration as prescribed by Commonwealth legislation. Such amounts will be posted to an individual account in the fund in the name of those employees registered with a fund. The employer will advise employees upon engagement of their entitlements in accordance with this clause. An employee who remains unregistered with a fund during the entire course of his/her employment with an employer will not be entitled to contributions as provided for in this clause. It will be the responsibility of employees to provide details of their fund registration to the employer or to complete fund registration documents as the case may be.
- 16.2 Where a dispute arises as to the amount of superannuation contributions to be paid, subject to the requirements of and without prejudice to the rights of any party pursuant to relevant legislation, the dispute resolution procedure of this Award will be utilised to attempt to resolve the dispute.
- 16.3 The superannuation fund referred to in subclause (i) of this clause is the Superannuation Trust of Australia (S.T.A.) or, in the case of members of Employers First, A.S.S.E.T. or S.T.A, or in any event, another complying fund as agreed between the employer and employee.

### **17. Payment of Wages**

- 17.1 Subject to subclause 17.2 hereof, wages will be paid fortnightly unless the employer elects to pay on a weekly basis.
- 17.2 All wages payment may be made by electronic funds transfer or by direct deposit to a bank or similar account nominated by the employee, or as otherwise agreed between the employer and employee, and will be made no later than the Thursday following the week or fortnight in respect of which payment is made.
- 17.3 On the day on which payment of wages is made an advice slip will be provided to the employee indicating all payments including overtime and penalty payments and any deductions made.
- 17.4 Notwithstanding any provision of this clause, where an employee is engaged in work at a remote location, a reasonable proportion of the employee's wages must be made available to that employee in cash on the day on which payment is made.
- 17.5 Should an employee be incorrectly paid in any fortnight or week as the case may be, the necessary adjustment will:

in the case of overpayment, be made on the next pay day following discovery of the overpayment, or in accordance with arrangements agreed between the employer and the employee; and

in the case of short payment, be made within the next two working days after details have been supplied to the employer.

## **PART 4**

### **HOURS OF WORK AND RELATED MATTERS**

#### **18. Hours of Work**

- 18.1 Ordinary hours of work for full time employees will average 38 hours each week, which will by agreement between the employer and employees be worked on one of the following bases:
- 18.1.1 7 hours and 36 minutes per day over 5 consecutive days; or
- 18.1.2 in the case of engagements of more than 26 weeks duration as 19 working days per 28 day cycle;  
or
- 18.1.3 in the case of engagements of less than or equal to 26 weeks duration payment may be made on a pro rata basis at the rate of 1 day per 28 day cycle of the engagement or part thereof, at the conclusion of the engagement or part thereof; and such time, however paid, will be counted as time worked for the purpose of calculating annual leave entitlement.
- 18.2 Ordinary hours will be worked:
- 18.2.1 In days of 8 hours or 7 hours and 36 minutes, in either case, over 5 consecutive days in each week between Monday and Saturday. Such hours are to be worked continuously with the exception of meal breaks; and
- 18.2.2 To a maximum of 152 hours per 28 day cycle except where the provisions of paragraph 18.1.2 hereof apply, in which case the ordinary hours to be worked will not exceed 160 per 28 day cycle.
- 18.3 The 28 day cycles referred to in subclause 18.2 hereof will be nominated by the employer subject to the following provisions:
- 18.3.1 The cycle will commence on a Monday;
- 18.3.2 Once set by an employer they will not be altered without the written agreement of the employee, MEAA or another employee representative;
- 18.3.3 Each employee will be notified in writing, upon engagement, of the commencement date of the next 28 day cycle applicable to their employment.
- 18.4 Employees who commence employment other than on the first day of a 28 day cycle will be allowed time off (or paid overtime) at the rate of at least 24 minutes for each day worked until the commencement of the next such cycle. Such time off or payment will be made at or before the end of the first applicable 28 day cycle.
- 18.5 Where an employee agrees to work scheduled overtime in accordance with clause 20 of this Award, he/she will be allowed one day off per 28 day cycle without deduction from their gross agreed remuneration.
- 18.6 All time worked on a Sunday will be overtime and paid in accordance with clause 20 of this Award.
- 18.7 Except when living away from home and working on location, hours of work will commence and finish at a nominated place of call. A nominated place of call for the purposes of this Award will mean, in the case of a capital city, a place nominated by the employer within 25km of the GPO of such capital city or in other cases, a place nominated by the employer within 25km of the employer's usual place of business.

- 18.8 An employer will clearly state their usual place of business before engaging an employee and any document offering employment or any contract or proposed contract of employment will specify the employer's usual place of business for the engagement.
- 18.9 Employees who do not commence and finish work at the employer's usual place of business will receive the allowance specified in subclause 25.4 of this Award unless:
- 18.9.1 suitable transportation is made available to such employees by the employer; or
- 18.9.2 such employees are in receipt of either a petrol allowance or vehicle allowance from the employer.
- 18.10 When living away from home and working on location, hours of work will commence and finish at the place where the employee is provided with accommodation.

### 19. Calculation of Penalties and Provision of Rosters

- 19.1 For the purposes of applying penalties under this Award, the week will be divided into time zones as follows and the loadings indicated will be payable in addition to all other payments including overtime for work performed in the relevant time zones.

Zone	Loading
Zone A: 7 a.m. to 8 p.m. Monday to Friday	Nil
Zone B: 8 p.m. to Midnight- Monday to Thursday	25%
12.01 a.m. to 7 a.m.- Tuesday to Friday 7 a.m. to 8 p.m.*- Saturday Zone C: 8 p.m. to Midnight- Friday and Saturday	50%
12.01 a.m. to 7 a.m.- Saturday Zone D: 12.01 a.m. to 7 a.m.** - Monday	100%

\*Save that where an employee contracts to work a six day week as provided for in clause 21 of this Award the penalty payable for work between 7 a.m. and 8 p.m. on a Saturday will be as for Zone A of this clause:

\*\*Save that where no work was performed on either the Saturday or Sunday preceding, the rate applicable for Zone D after 6 a.m. will be as for Zone B.

- 19.2 Penalty and overtime rates will be based on hourly rates calculated from the ordinary time rate (38 hour rate, including over award payments) on which the employees' gross agreed remuneration is based. A divisor of 38 will be used for such calculations.
- 19.3 Calculations will be made per quarter hour and work in excess of five minutes will be taken to the next quarter hour.
- 19.4 The employer shall provide each weekly employee with the following schedules:
- 19.4.1 in respect of an ongoing serial and/or series, an abbreviated schedule for each week of principal photography, showing the crew call time for each day of the week to which the schedule relates. The schedule in respect of the first week of principal photography shall be provided no later than the commencement of principal photography and schedules in respect of subsequent weeks shall be provided no later than 4 days prior to the commencement of principal photography in the week to which the schedule relates;
- 19.4.2 in respect of a production other than an ongoing serial and/or series, an abbreviated schedule for the first 2 week period of principal photography (or such greater or lesser period as is agreed

between the employer and the employee) showing the crew call time for each day of the period to which the schedule relates. The schedule in respect of the first two week period of principal photography (or such other period as is agreed between the employer and employee) shall be provided no later than the commencement of principal photography and schedules in respect of each subsequent week shall be provided no later than 6 days prior to the commencement of principal photography in the period to which the schedule relates;

- 19.4.3 when a change is made to the crew call time specified in an abbreviated schedule provided in accordance with this paragraph which results in a change to the hours of work specified in that schedule, a 25% penalty shall be paid on all hours, in excess of one hour, by which the crew call time is varied. Provided that the 25% penalty on the changed hours shall not be payable if the employer gives the employee notice of the changed hours, in case of an ongoing serial and/or series of at least 4 days, and in the case of a production other than an ongoing serial and/or series of at least 6 days, prior to the day on which such changed hours are worked or in exceptional circumstances.
- 19.5 Paragraph 19.4.1 shall only apply in respect of productions for which principal photography exceeds 2 weeks. In the case of a production where principal photography exceeds 1 week but is less than or equal to 2 weeks, an employer shall provide each employee with an abbreviated schedule showing the crew call time for the duration of principal photography. Such schedule shall be provided not later than the commencement of principal photography;
- 19.6 When a change is made to a crew call time specified in a schedule which results in a change to the hours of work specified in that schedule a 25% penalty shall be paid on all hours, in excess of one hour, by which the crew call time is varied. Provided that no 25% penalty shall be payable if the employer gives the employee notice of the change at least 3 days prior to the day on which the changed hours are to be worked or in exceptional circumstances.
- 19.7 An employer shall, during principal photography of a production, notify each casual employee at the cessation of work on one day, what will be the employee's call time on his/her next day of work.
- 19.8 Where a change is made to a call time notified to a casual employee which results in a change to the hours of work specified a 25% penalty shall be paid on all hours, in excess of one hour, by which the crew call time is varied. Provided that the 25% penalty on the changed hours shall not be payable if the employer gave the casual employee notice of the changed hours at least 10 hours prior to the changed call time or in exceptional circumstances.
- 19.9 The 25% penalty on changes to rostered hours prescribed in sub-clauses 19.4.3, 19.6 and 19.8 shall not be payable if the changed hours are unscheduled overtime.
- 19.10 Where a schedule is not provided in accordance with sub-clauses 19.4.1 and 19.4.2 all work undertaken in the period in respect of which a schedule has not been provided shall be paid for at a penalty rate equal to 100% higher than the rate of pay that would otherwise be applicable to such work.

## **20. Overtime**

- 20.1 Overtime will be classified as scheduled or unscheduled in accordance with the provisions of this clause.
- 20.2 Scheduled overtime is overtime which an employee has agreed to work and for which the employer has agreed to pay (whether worked or not) at the commencement of an engagement.
- 20.3 Scheduled overtime may be contracted as follows:
- 20.3.1 Where a five-day week is worked scheduled overtime up to a maximum of two hours per day may be contracted for;
- 20.3.2 Where a six-day week is worked, scheduled overtime up to a maximum of two hours per day for each day between Monday and Friday inclusive and up to a maximum of ten hours on Saturday may be contracted for.

- 20.4 Subject to other penalties prescribed in this Award, payment for all overtime will be made as follows:
- 20.4.1 Monday to Saturday - Time and a half for the first two hours and double time thereafter.
- 20.4.2 Sunday - Double time;
- 20.4.3 Any time worked on any day in excess of 12 hours - Triple time.
- 20.5 Where overtime is worked on a day on which ordinary hours are not worked, payment will be made as for a minimum of four hours worked.
- 20.6 Any employee recalled to work after leaving the employer's premises shall be paid for a minimum of three hours work at the appropriate overtime rate.
- 20.7 Requirement to Work Reasonable Overtime
- 20.7.1 Subject to subclause 20.7.2, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- 20.7.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 20.7.3 For the purposes of 20.7.2 what is unreasonable or otherwise will be determined having regard to:
- i. any risk to employee health and safety;
  - ii. the employee's personal circumstances including any family and carer responsibilities;
  - iii. the needs of the workplace or enterprise;
  - iv. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - v. any other relevant matter.

## **21. Five/Six Day Week**

- 21.1 the Normal Scheduled Working Week Will Consist of 5 Consecutive Days of Up to 10 Hours Between Monday and Saturday Inclusive. Working Weeks of 6 Consecutive Days of Up to 10 Hours May be Scheduled in the Following Circumstances:
- 21.1.1 In the case of:
- work performed on a location away from home; or extenuating circumstances; or productions where the total engagement is of a duration of 4 weeks or less; and where work is performed in a Capital City, but only to the extent of 1 week in 6; and
- where the employer and a majority of the employees concerned agree.
- 21.2 In the case of extenuating circumstances an employer will provide the affected employees and the MEAA or other representative of employees with evidence of such extenuating circumstances, the employer and the MEAA or other representative will enter into negotiations in order to determine the scheduling requirement occasioned by such extenuating circumstances, and the MEAA or other representative may agree to the scheduling of working weeks of six consecutive days of up to ten hours for the whole or part of any production affected by such extenuating circumstances. Where the employer, employees, the MEAA or other representatives are unable to reach agreement, the dispute resolution procedure of the Award will be utilised.

- 21.3 Where an employer proposes to schedule a working week or weeks in excess of five consecutive days of ten hours the employer will advise the employees and the MEAA or other representative of such intention as soon as possible and in any event at least six weeks prior to the commencement of principal photography for the production. Where the employer, employees, the MEAA or other representatives are unable to reach agreement, the dispute resolution procedure of the Award will be utilised.

## **22. Breaks Between Work Periods**

- 22.1 The following breaks will be given, or the penalties prescribed in this subclause or in subclause 22.3, as the case may be, will be paid.
- 22.1.1 In the case of 2 consecutive days worked - 10 clear hours between the finish of one day's work and the commencement of the next day's work.
- 22.1.2 In the case of a single day off - 34 clear hours between the finish of work prior to the day off and the commencement of work following the day off.
- 22.1.3 Subject to paragraph 22.1.4 hereof, in the case of 2 or more consecutive days off - 34 clear hours for the first day and 24 hours for each subsequent day between the finish of work prior to the day off and the commencement of work following the day off.
- 22.1.4 In the case of 2 or more consecutive days off, a break of no less than 54 clear hours may given where a majority of employees affected agree; or this occurs not more than once in every four weeks.
- 22.2 The breaks prescribed in subclause 22.1.2 hereof will be calculated from and to the times prescribed in clause 18 of this Award as the times at which the employees finish and commence their hours of work.
- 22.3 Except as provided in paragraph 22.1 hereof, any employee required to commence work at such time that he/she does not receive the breaks prescribed in 22.1 hereof, will be paid single time additional for all time actually worked thereafter until such time as he/she receives a break as set out in subclause 22.1.
- 22.4 An employee who commences work later than his/her scheduled starting time for the purpose of taking the breaks prescribed in 22.1 will be deemed to have commenced work at their scheduled starting time for the purpose of calculating payments under this Award.
- 22.5 An employee will not recommence work unless he/she has a ten hour break; however an employer can authorise an employee to do so, provided the employee is paid the prescribed penalty. Such authorisation may be made retrospectively or in advance of the work which requires that the employee's scheduled starting time be set back, and will be given by the employer or the employer's authorised representative.
- 22.6 An employee who finishes work earlier than his/her scheduled finishing time for the purpose of taking breaks or minimising penalties prescribed by this clause will be deemed to finish work at their scheduled finishing time for the purpose of calculating payments under this Award (other than the penalty prescribed in subclause 22.3).

## **23. Meal Breaks**

- 23.1 If duty commences before 5.00a.m. the employer will allow a half hour break between the hours of 6.30a.m. and 8.00a.m. This break will be considered as time on duty and breakfast will be provided by the employer or an allowance as set out in Table 2 of Appendix B.
- 23.2 Meal breaks will commence not later than 5 hours from the start of the work session or the end of the last meal break, whichever is the later, except:
- 23.2.1 in cases where it is not practicable for all employees to take their break within 5 hours, an employee will not be required to work for more than 6 hours at ordinary rates of pay, without a break for a meal; or

- 23.2.2 by agreement between an employer and employee, an employee may work in excess of 5 hours but not more than 6 hours at ordinary rates of pay without a meal break; or
- 23.2.3 by agreement between an employer and the majority of employees concerned, employees may work in excess of 5 hours but not more than 6 hours at ordinary rates of pay without a meal break.
- 23.3 Upon location if a satisfactory lunch cannot be obtained by the employee such meal will be provided by the employer or the employee will be paid an amount as set out in Table 2 of Appendix B. Upon location dinner will be provided by the employer or the employee will be paid an amount as set out in Table 2 of Appendix B.
- 23.4 If the meal break is not allowed as provided by this clause the normal time of the meal break will be paid for; at time and a half of the ordinary rate for week days; at time and three-quarters for Saturdays, at double time for Sundays, and at double time and a half for public holidays. The employee will be permitted to have their usual meal break without deduction from their ordinary rate of pay as soon as possible after the prescribed meal break.
- 23.5 Notwithstanding the above where any employee is required to work beyond the time of their second meal break such meal will be provided by the employer or the appropriate allowance will be paid to the employee by the employer.
- 23.6 When overtime duty is performed beyond 12.00 midnight a supper break of half an hour must be allowed and taken as time on duty. The employer must provide supper or reimburse the employee at the rate as set out in Table 2 of Appendix B.

#### **24. Rest Periods**

- 24.1 Subject to subclause 24.3, employees shall be granted a rest period of 10 minutes during the morning and afternoon of each day. Where the period between meal breaks or starting time and meal breaks is more than 5 hours or 6 hours as permitted by clause 23.2, the rest period shall be of 20 minutes duration. Refreshments shall be provided but no employee shall be entitled to more than one rest period during each morning and afternoon.
- 24.2 Rest periods shall be taken at times arrived at by mutual agreement between the employer and the employee which do not interfere with production.
- 24.3 Where an employee commences duty after 5.00 a.m. and is provided with breakfast by the employer, the employee shall not be entitled to a rest period during the morning.

### **PART 5**

#### **ALLOWANCES**

##### **25. Travelling**

- 25.1 All travel required between the daily commencement of work and the daily conclusion of work including all travel to and from location will be the responsibility of the employer, subject to the provisions of this clause.
- 25.2 All time spent in travelling will be counted as time worked, subject to the provisions of the Award.
- 25.3 Where an employee elects, with the written agreement of the employer, to provide her or his own transport to a location which is at a distance of more than 25 kilometres from the capital city in which the employers usual place of business is located, time spent in travel will be regarded as time worked and will be calculated as between a radius of 25 km from the GPO and the place of location, such distance to be measured on the basis of the shortest practicable route by road between the employers usual place of business and the location, and the time taken will be calculated on the basis of 2 minutes for each kilometre of distance between the 25 kilometre radius and the location. If the location is within

the 25 kilometre radius the location may be considered the place of call and the employees time worked may be calculated from her/his call time at such location.

25.4 Where, prior to January 1, 1998, an employer had established his/her usual place of business in a town or place other than within a 25 km radius of the GPO of a Capital City and is recognised as carrying on his/her business from that place, the payment of allowances and the calculation of travelling time under this clause will be determined by agreement between the employer and the Union in accordance with the general principles of this clause.

#### 25.5 Mode of transport

25.5.1 Where rail transport is utilised for travel to and from location, first class tickets (including, where applicable, sleeping berth accommodation) will be provided. Where air or sea transport is utilised, economy class tickets will be provided. Charter aircraft may be utilised where no regular commercial service is available at the time of travel. Transport from terminus, airport or landing place to the final destination and return will be the responsibility of the employer.

25.5.2 Employees travelling during the course of their employment at the request of an employer in aircraft other than regular passenger carrying aircraft under the command of a pilot holding an appropriately endorsed commercial pilot's licence, and who are disabled or killed during the course of such travel, will be entitled, in addition to all other rights and entitlements, to payment of a sum of not less than \$170,000 to the employee or his or her heirs or dependents. Where the employer effects equivalent insurance cover, the employee, heirs or dependents will not be entitled to this payment.

25.5.3 The employer will provide transport from the employer's usual place of business and from the place of call to and from any place of location including a place of location within a radius of 25 km of the GPO of the Capital City in which the employer's usual place of business is located, provided that where at the employers request it is agreed that the employee arranges his/her own transport, within the 20 km radius, an allowance as set out in Table 2 of Appendix B will be payable to each such employee.

25.5.4 An employer will not require an employee to undertake a duty if it necessitates the employee travelling by a conveyance to which the employee has a reasonable objection. However should no alternative conveyance at similar cost be available to the employer, the employee may be stood down with pay for the duration of that particular assignment.

#### 25.6 Allowances and loadings

25.6.1 Employees travelling during meal time for whom a meal is not provided will be paid an allowance as set out in clause 23, Meal Breaks and Table 2 of Appendix B.

25.6.2 Where an employee incurs additional costs as a consequence of working late at the employer's request or being called early as the case may be, the employer will either provide transport for the employee or reimburse him/her for the increased cost.

25.6.3 When an employee is required to drive a vehicle of more than two tonnes tare in addition to his/her basic rate of pay he/she will be paid a loading as set out in Table 2 of Appendix B.

25.6.4 Where an employee agrees to use his/her own motor car or motor cycle at the request of the employer he/she will be paid allowances as set out in Table 2 of Appendix B, or where an employee agrees to use his/her own motor car or motor cycle to travel to or from location at the request of the employer he/she will be paid minimum allowances as set out in Table 2 of Appendix B, provided that where fuel is provided by an employer the cost of such fuel will be deducted from the amount provided as allowance for the use of the motor vehicle:

25.6.5 Where an employee's vehicle is hired by an employer a flat rate may be contracted which includes a hiring fee and an amount to compensate for kilometres travelled.



## 25.7 Accommodation

Employees required to stay away overnight from their place of residence will be provided with reasonable accommodation. Where this is impossible and an employee is otherwise accommodated, employees will be entitled to the allowances set out in Table 2 of Appendix B for the provision of the following types of accommodation:

25.7.1 the standard of a private home, homestead, or hotel with shared facilities or where unshared accommodation is not provided.

25.7.2 the standard of air-conditioned caravans or air-conditioned and sewerred mining camps.

25.7.3 the standard of shearer's quarters, rough mining camps, or by camping.

## 26. Clothing

26.1 Compensation to the extent of the damage sustained will be made where in the course of work an employee's clothing is damaged or destroyed provided that this will not apply in where such damage or destruction occurs due to the negligence or default of the employee.

26.2 Where any employee is required to wear a uniform, coat, overall, or any special dress, the employer will reimburse the employee the reasonable cost of buying and laundering those articles, unless they are provided and laundered by the employer.

26.3 When living away from home on location a laundry/dry cleaning allowance as set out in Table 2 of Appendix B will be provided unless agreement is reached between the employer and the employee that the employer will arrange for the laundering of the employee's clothes in lieu of payment of that allowance.

26.4 The employer will reimburse employees for the cost of buying and laundering all protective clothing required in the performance of their duties unless that clothing is provided and laundered by the employer.

## 27. Reimbursement for Facilities

Employees will be reimbursed the reasonable cost of obtaining access to proper and sufficient washing and sanitary conveniences, and, except when working on location and living-away-from-home, lockers for the safe storage of clothing and personal effects. This reimbursement will not be payable if the employer provides such facilities.

# PART 6

## LEAVE PROVISIONS

### 28. Annual Leave

Refer generally to the *Annual Holidays Act 1944*

28.1 Each employee on the completion of a twelve months qualifying period, which period will for the purposes of this clause be twelve months service with the same employer less the period of annual leave, will be entitled to four weeks annual leave plus 17-1/2% loading calculated on gross agreed remuneration.

28.2 Except as provided for in subclause 28.7, where the employment of an employee is terminated in any twelve months qualifying period then such employee will be paid one-twelfth of his/her gross agreed remuneration for the period so worked as pro rata annual leave.

28.3 Unless otherwise agreed between the employer and the employee, the employer will give each employee at least one calendar month's notice of the date from which annual leave will be taken.

- 28.4 Annual leave will be given and taken in 4 consecutive weeks or in lesser periods if the employer and employee so agree, none of which will be less than one week's duration.
- 28.5 Where any public holiday for which the employee is entitled to payment under this Agreement occurs during the period of annual leave of any employee under this clause, the period of annual leave will be increased by one day in respect of each such holiday.
- 28.6 An employee once sent on annual leave will not be recalled for duty before two-thirds of the period of his/her leave has expired.
- 28.7 When an employer closes down production or a section thereof for the purpose of allowing annual leave to all or the bulk of the employees engaged in production or a section or sections concerned the following provisions will apply:
- 28.7.1 The employer, by giving not less than one month's notice of his/her intention so to do, may stand down for the duration of the close down all employees concerned and allow to those employees who are not then entitled to four weeks leave pursuant to subclause 28.1 hereof, paid leave on a proportionate basis at the rate of 3.08 hours for each five ordinary working days worked.
- 28.7.2 An employee who has qualified for four full weeks annual leave pursuant to subclause 28.1 hereof and who has also completed a further week or more of continuous service will be allowed his/her annual leave in accordance with subclause 28.1 hereof and will also be paid on a proportionate basis at the weekly base rate of 3.08 hours for each five ordinary working days worked since the close of his/her last twelve months qualifying period.
- 28.7.3 The next twelve months qualifying period for each employee affected by such close down will commence from the day on which the production or section or sections covered is reopened for work. Provided that all time during which an employee is stood down without pay for the purposes of this subclause will be deemed to be time of service in the next twelve months qualifying period.
- 28.7.4 If in the first year of his/her service with an employer an employee is allowed proportionate annual leave under paragraph 28.7.1 hereof and subsequently within such year lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee he/she will be entitled to the benefit of paragraph 28.7.1 hereof subject to adjustment for any proportionate leave which he/she may have been allowed as aforesaid.
- 28.8 An employer may close down his plant, or a section or sections thereof, for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. Provided that where the majority of employees concerned agree, an employer may close down the plant or a section or sections, in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause. In such cases, the employer will advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

## **29. Sick Leave**

- 29.1 An employee who is absent from work on account of any personal sickness or on account of any accident arising out of and in the course of his/her employment will be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- 29.1.1 For each completed month of employment; sick leave will accrue to the employee at the rate of one day for each month;
- 29.1.2 The employee will not be entitled to paid sick leave for any period of absence in respect of which he/she is paid workers compensation;
- 29.1.3 The employee will, within 24 hours of the commencement of such sick leave absence, inform the employer of his/her inability to report for duty, and as far as practicable, state the nature of the injury or illness from which he/ she is suffering and the estimated period of his/her absence.

- 29.2 The employee will, if so required by his/her employer, provide satisfactory evidence of the nature of the injury or illness and of his/her inability to attend for duty on any day or days for which sick leave is claimed.
- 29.3 Sick leave on the basis set out in paragraph 29.1.1 will accumulate from year to year, so that any balance of the period specified in that paragraph which has, in any year, not been taken by the employee as paid sick leave, may be claimed by such employee as paid sick leave, and will be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Sick leave that accumulates pursuant to this subclause will be available to the employee only for a period of three years from the end of the year in which it accrued.
- 29.4 An employee suffering any injury, as a result of an accident arising out of and/or in the course of his/her employment (not being any injury in respect of which he/she is entitled to workers compensation) necessitating attendance during working hours on a doctor, dentist, chemist or trained nurse, or at a hospital, will not suffer any deduction from his/her pay for the time (not exceeding four hours) as occupied on the day of the accident, or on any day subsequent thereto, during which he/she may make such visits or be hospitalised and will be reimbursed by the employer for all expenses reasonably incurred as a result of such attendances.

### 30. Public Holidays

- 30.1 Subject to the provisions of this clause, employees will be entitled to public holidays as set out in this clause without loss of pay.
- 30.2 An employee required to work on any of the public holidays provided for in this clause will be paid at the rate of double time and one half for all work performed on that day, subject to the payment of any overtime as set out at paragraph 20.4.3, and to clauses 19.1 and 22 of this Agreement, with a minimum as for four hours.
- 30.3 The following will be public holidays for the purposes of this Agreement:
- New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- The following days, as prescribed in the relevant States, Territories or localities: Australia Day, Anzac Day, Queens Birthday, and Eight Hour Day, May Day or Labour Day; and
- In New South Wales, the first Monday in August
- 30.4 When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- 30.5 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
- 30.6 When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 30.7 Where in the State, public holidays are declared or prescribed on days other than those set out in this clause, those days will constitute additional holidays for the purpose of this agreement.
- 30.8 An employer, with the agreement of MEAA or other employee representative, may substitute another day for any prescribed in this clause.
- 30.9 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.
- 30.10 An agreement pursuant to sub-clause 30.9 will be recorded in writing and be available to every affected employee.

- 30.11 MEAA or other employee representative will be informed of an agreement pursuant to sub-clause 30.9 and may, within seven days, refuse to accept it. MEAA or other employee representative will not unreasonably refuse to accept the agreement.
- 30.12 If MEAA or other employee representative, pursuant to subclause 30.11 refuses to accept an agreement, the parties will seek to resolve their differences.
- 30.13 If no resolution is achieved pursuant to sub-clause 30.12 the employer may apply to the Commission for approval of the agreement reached with their employees. After giving the employer and MEAA or other employee representative an opportunity to be heard, the Commission will determine the application.

### 31. Parental Leave

See the *Industrial Relations Act 1996*.

### 32. Personal/Carer's Leave

(a) Use of Sick Leave -

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 12, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employees shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In 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.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care and support of the person concerned; and
  - (2) the person concerned being:
    - (A) a spouse of the employee; or
    - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee or spouse or de facto spouse of the employee; or
    - (D) a same sex partner who lives with the employee as the de facto partner of the employee on a bona fide domestic basis; or
    - (E) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:

"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.

- (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 their 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.
- (b) Unpaid Leave for Family Purpose -
  - (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) of this clause who is ill.
- (c) Annual Leave -
  - (i) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1994*, 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.
  - (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (d) Time Off in Lieu of Payment for Overtime -
  - (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (ii) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
  - (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
  - (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.
- (e) Make-up Time -
  - (i) 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.
  - (ii) An employee on shift work may elect, with the consent of the employer, to work "make- up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

### 33. Compassionate Leave

- (i) An employee, other than a casual employee, shall be entitled to a maximum of three days compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person within Australian as prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.

- (iii) Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carers leave as set out in subparagraph (2) of paragraph (iii) of subclause (a) of clause 32, Personal/Carers Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (b), (c), (d), and (e) of the said clause 32. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

## **PART 9**

### **AWARD COMPLIANCE, DISPUTE RESOLUTION AND CONSULTATION**

#### **34. Access to Award**

See section 361 of the *Industrial Relations Act 1996*

#### **35. Dispute. Settlement Procedure**

- 35.1 The parties to this Agreement are committed to promoting good industrial relations based upon goodwill, consultation and discussion.
- 35.2 Stages 1 to 5 of this procedure will be observed by the union and the employer/parties to resolve any grievance, claim or dispute, except a safety dispute, which arises at the workplace in respect of a local matter, the resolution of which is not likely to have a repercussive impact at any other location in the industry.
- 35.3 Stages 4 and 5 of this procedure will be observed by union and the employer/parties to resolve any grievance, claim or dispute other than a grievance, claim or dispute referred to in sub-clause 35.2 or a safety dispute.
- 35.4 During the progress of discussions pursuant to Stages 1 to 5 of this procedure, no stoppage of work or any other form of limitation of work including any bans or limitation on the working of overtime will be applied.
- 35.5 Subject to subclause 35.3, nothing contained herein will preclude the employer and/or employer organisation and the union or other employee representative from entering into direct negotiations on any matter. Procedure:

Stage 1 - The grievance, claim or dispute will be discussed between the employee(s) concerned and his/her/their immediate supervisor(s). A union or other employee representative may be requested to join the discussion.

Stage 2 - If not resolved, the grievance, claim or dispute will be discussed between an authorised union or other employee representative and the employer or nominee.

Stage 3 - If agreement has not been reached the grievance, claim or dispute will be discussed between an accredited union or other employee representative and the employer or nominee.

Stage 4 - If the grievance, claim or dispute is still not resolved it will be discussed between the union or other employee representative and the employer or nominee.

Stage 5 - If the matter remains unresolved, then, without prejudice to the right of any party, including those under the *Industrial Relations Act 1996*, the matter may be referred to the Industrial Relation Commission for determination.

### 36. Employee Consultation

Employees will be entitled during working hours to meet union or other representatives for discussion of any matters reasonably associated with the provisions of the award. Such meetings will be arranged in order to minimise disruption to work, i.e. during meal breaks, etc. The employer will be advised in advance of any meeting held under this clause and provided advice has been given, will not unreasonably prevent union or other employee representatives meeting with employees in accordance with this clause.

### 37. Anti-Discrimination

- 37.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- 37.2 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.
- 37.3 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.
- 37.4 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.
- 37.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### NOTES:

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

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

### 38. Index of Facilitative Provisions

The following clauses or sub-clauses of this Award enable the employer and employee to reach agreement on flexibility in relation to Award entitlements:

Clause No.	Subject Matter
22	Breaks between work periods
28.8	Closure of plant for separate periods

15	Documentary productions
14	Exceptions to certain clauses
21	Five/six day week
18	Hours of work
23	Meal breaks
9	Part-time employment
30	Public holidays

## APPENDIX A

### TRANSITIONAL AND TRANSLATION ARRANGEMENTS

New Classification Level, and Relativity	Production	Post-Production	Animation
Level 1 - 90%	Stable Hand Brush Hand Construction Assistant Labourer Unit Assistant Driver/Runner	Assistant Tape Operator	Art Room Assistant
Level 2 - 97.5%	Production Assistant/Runner Wardrobe Assistant Casting Assistant SFX Assistant	Edge Numberer (Cine) 2nd Assistant Dubbing Editor (Cine) Assistant Tape Operator 2 Post Production Assistant 3	Production Assistant/Digital Scanner Storyboard Assistant 2nd Assistant Animator 2nd Assistant Background Artist 2nd Assistant Layout Artist Assistant Cel Painter Cel Tracer Digital Painter
Level 3 - 103%	Clapper Loader Camera Assistant Third AD Production Secretary Assistant Make-up Assistant Hairdresser Assistant Floor Manager Wrangler Assistant Grip Lighting Assistant 3rd / 4th Electrics Location Scout (TVC)	2nd Assistant Editor (Cine) Assistant Tape Operator 1 Post Production Assistant 2 Digital Painter 2	Assistant Digital Camera Operator Animation Library Assistant 1st Assistant Animator 1st Assistant Background Artist Track Reader 1st Assistant Layout Artist Assistant Checker Animator (3) Cel Painter Digital Colour Grader
Level 4 - 111%	Armourer Carpenter Electrician Lighting Technician Generator Operator Assistant Animal  Trainer/Pick-up Rider Draftsperson (Art Department) Set Dresser Set Maker Standby Props Standby Wardrobe Pattern Cutter Transport Manager Production	1st Assistant Dubbing Editor (Cine) Broadcast Tape Operator Post Production Assistant 1 Digital Painter 1	Checker Assistant Animator (HoD) Animation Camera Assistant (Film) Digital Painter (HoD) Colour Stylist Digital Camera Operator



	Accounts Assistant Sign Writer Extras Casting		
Level 5 - 119%	Assistant Art Director Props Buyer/Master Model Maker Scenic Artist SFX Technician Mechanic Best Boy Grip Boom Operator Make-up Artist Hairdresser Directors Assistant Production Co-ordinator Second AD Unit Manager Floor Manager Art Department Co-ordinator	1st Assistant Editor (Cine) Supervising Tape Operator On-Line Editor 3 Telecine 3 Sound System Operator 2 Digital Compositor	Digital Camera (HoD) Animation Library Supervisor Layout Co-ordinator Animation Production Co- ordinator Animator (2)
Level 6 - 130%	Set Designer Location Manager Gaffer Key Grip Focus Puller Technical Director Make-up Supervisor Hairdressing Supervisor Wardrobe Supervisor Construction Manager Production Accountant Head Wrangler/Horse Master/Animal Trainer Safety Supervisor SFX Co-ordinator Continuity Person Stills Photographer Story Editor	Dialogue Editor Effects/sound Editor On- Line Editor 2 Telecine 2 Sound System Operator 2 Digital Compositor	Background Artist Layout Artist Storyboard Artist Tracer/Painter (HoD) Animation Camera Operator (Film)
Level 7 143%	First AD Camera Operator Sound Recordist Gaffer (HoD) Key Grip (HoD) Continuity (HoD) Casting Director Art Director Lighting Designer Production Manager Costume Designer SFX Make-up Supervisor SFX Designer	Sound Designer/mixer On- Line Editor 1 Post Production Supervisor Music Editor Sound Effects Editor (HoD) Telecine 1 Visual Effects Designer	Animator (1) Digital Production Supervisor Layout Artist (HoD) Studio/Production Manager
Level 8 - 158%	Director of Photography Second Unit Director Production Designer Sound Designer	Editor	Animator (HoD)
Level 9 - 165%	Director (series & serial)*		Animation Director

Level 10 175% Director (features & mini-series)\*

\*The distinction between the Director at Level 9 and at Level 10 is to be determined having regard to the differences between (level 10) features and mini-series (6 episodes or less), and (level 9) series and serials, considering such matters as the Directors script rights, principal casting rights, fine cut rights and mix rights.

## APPENDIX B

### RATES OF PAY AND ALLOWANCES

**Table 1 - Rates of Pay**

Effective from the first full pay period to commence on or after 19 September 2008

Classification	Previous Rate	SWC2005 adjustment per week	SWC 2006 adjustment per week	SWC 2007 adjustment per week	Total min per week from FFPP after 19/09/08	SWC 2008 adjustment per week 4%	Total min per week from FFPP after 19/09/09
	\$	\$	\$	\$	\$	\$	\$
Level 1	517.50	17.00	20.00	20.00	574.50	22.98	597.48
Level 2	548.80	17.00	20.00	20.00	605.80	24.23	630.03
Level 3	571.70	17.00	20.00	20.00	628.70	25.15	653.85
Level 4	605.10	17.00	20.00	20.00	662.10	26.48	688.58
Level 5	638.50	17.00	20.00	20.00	695.50	27.82	723.32
Level 6	684.40	17.00	20.00	20.00	741.40	29.66	771.06
Level 7	738.60	17.00	20.00	20.00	795.60	31.82	827.42
Level 8	799.70	17.00	20.00	20.00	856.70	34.27	890.97
Level 9	826.40	17.00	20.00	20.00	883.40	35.34	918.74
Level 10	868.10	17.00	20.00	20.00	925.10	37.00	962.10

**Table 2 - Allowances**

	CPI Increase Used	Total min per week from FFPP after 19/09/08	Total min per week from FFPP after 19/09/09
		\$	\$
Breakfast	meals	10.94	11.43
Lunch on location	meals	12.24	12.79
Dinner on location	meals	18.77	19.61
Supper	meals	12.24	12.79
Arrangement of own transport	private motoring	7.67	8.20
Vehicle over two tonnes tare	work related	6.12	6.36
Use of own motor car	private motoring	0.75	0.81

Use of own car when conveying equipment	private motoring	0.79	0.84
Use of own motor cycle	private motoring	0.42	0.44
Clothing	clothing services and shoe repair	9.92	10.17
Accommodation			
Private home	work related	7.06	7.35
Air-conditioned caravans or air-conditioned and seweried mining camps	work related	14.26	14.83
Shearer's quarters, rough mining camps, or by camping	work related	28.40	29.53

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**FRICION MATERIALS, &c., MANUFACTURE (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1150 of 2008)

Before Commissioner Cambridge

27 August 2008

**VARIATION**

1. Delete subclauses (i) and (iv) of clause 5, Wages, of the award published 11 April 2008 (365 I.G. 467), and insert in lieu thereof the following:

- (i) Adult Employees: The following minimum rates of pay shall be paid:

Grade	Rate Per Week \$
Level 1	585.10
Level 2	590.30
Level 3	595.50
Level 4	603.80
Level 5	616.30
Level 6	629.20
Level 7	646.90
Chargehand	654.20
Senior Chargehand	688.50

- (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may offset against:

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

2. Delete subclauses (i), (ii), (iii) and (iv) of clause 8, Allowances, and insert in lieu thereof the following:

- (i) First Aid Allowance: An employee appointed to act as a first aid attendant in addition to normal duties shall be paid an additional allowance of \$2.87 per day or shift.
- (ii) Boiler Attendant Certificate: An employee required to hold a Boiler Attendants Certificate shall be paid an additional \$16.85 per week.
- (iii) All employees engaged in the periodic cleaning of the dust collection filtration plant shall be paid 79 cents per hour extra whilst so engaged.
- (iv) All employees engaged in handling pigmented oxide shall be paid 38 cents per hour extra whilst so employed.

3. Delete clause 11, Shift Work Allowance for Shiftworkers, and insert in lieu thereof the following:

**11. Shiftwork Allowance For Shiftworkers**

- (i) Adult shift workers on afternoon shift shall be paid \$20.13 per shift and on night shift \$23.00 in addition to the rates payable under this award.
- (ii) Adult shift workers who do not work day shift in regular rotation or who work permanent afternoon or night shift, shall in addition to the rates prescribed in subclause (i) of this clause be paid \$5.04 for afternoon shift and \$11.51 for night shift over and above the relevant rotating shift rate specified in subclause (i).
4. Delete subclause (v), of clause 14, Meal Times, Meal Allowances and Crib Breaks and insert in lieu thereof the following:
- (v) An employee required to work overtime of two hours or more before or after the usual ceasing time shall be paid \$7.76 for the first meal and \$7.21 for each subsequent meal which will apply after every additional four hours overtime unless suitable meals are provided by the employer. Should an employee be notified of the intention to work overtime and then not be called upon to do so, the employee shall be paid the sum of \$7.72.
5. This variation shall take effect from the beginning of the first pay period to commence on or after 29 July 2008.

I. W. CAMBRIDGE, Commissioner

---

Printed by the authority of the Industrial Registrar.

**FUNERAL INDUSTRIES (STATE) AWARD 2005**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Funeral and Allied Industries Union of New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1880 of 2008)

Before Commissioner Bishop

3 October 2008

**VARIATION**

1. Delete subclause (i), of clause 5, Wages, of Part I Funeral Directors of the award published 22 July 2005 (352 I.G. 657), and insert in lieu thereof the following:

- (i) The rates of pay shall be the minimum to be paid to weekly employees in the classifications as set out in Table 1 of Part B of this award:

The rates of pay in this award include the adjustments payable under the State Wage Case 2006, 2007, and 2008. 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 subclause (vi), of clause 10, Wages, of Part II Casket and/or Manufacturing, and insert in lieu thereof the following:
- (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2006, 2007, and 2008. These adjustments may be offset against:
- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES**

**Table 1 - Wages**

**PART 1 - FUNERAL DIRECTORS**

Classification	Base Rate	New Base Rate as at 2006 SWC	Hourly Rate	New Base Rate as at 2007 SWC	Hourly Rate	New Base Rate as at 2008 SWC	Hourly Rate
	\$	\$	\$	\$	\$	\$	\$
Resident Manager	645.85	665.85	17.52	685.85	18.05	713.30	18.77
Embalmer	635.95	655.95	17.26	675.95	17.79	703.00	18.50

Resident Arranging Officer	623.15	643.15	16.93	663.15	17.45	689.70	18.15
Relieving Manager	623.15	623.15	16.39	663.15	17.45	689.70	18.15
Non Resident & Duty Officer	623.15	643.15	16.93	663.15	17.45	689.70	18.15
Arranging Officer	620.55	640.55	16.86	660.55	17.83	686.95	18.08
Conductor	623.15	643.15	16.92	663.15	17.45	689.70	18.15
Shop Person	611.25	631.25	16.61	651.25	17.14	677.30	17.82
Trainee Embalmer 1st	611.25	631.25	16.61	651.25	17.14	677.30	17.82
Trainee Embalmer 2nd	619.65	639.65	16.83	659.65	17.36	686.05	18.05
Trainee Embalmer 3rd	627.95	647.95	17.05	667.95	17.58	694.65	18.28
Qualified Embalmer	635.95	655.95	17.26	675.95	17.79	703.00	18.50

**PART II - CASKET MANUFACTURING**

Classification	Base Rate	New Base Rate as at 2006 SWC	Hourly Rate	New Base Rate as at 2007 SWC	Hourly Rate	New Base Rate as at 2008 SWC	Hourly Rate
	\$	\$	\$	\$	\$	\$	\$
Labourer	525.85	545.85	14.36	565.85	14.89	588.50	15.49
Process Worker	574.75	594.75	15.65	614.75	16.18	639.35	16.82
Grade 1	599.45	619.45	15.30	639.45	16.83	665.05	17.50
Grade 2	611.25	631.25	16.61	651.25	17.14	677.30	17.82

Junior Employees	Percentage of Grade II
17 Years and under	40%
18 Years of age	48%
19 Years of age	60%
20 Years of age	72%

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount as at 2006 SWC \$	Amount as at 2007 SWC \$	Amount as at 2008 SWC \$
1	5 (iv)	Living-away Allowance - Relieving Manager	76.39 p.w.	79.45 p.w.	82.63 p.w.
2	5 (v)(a)	Cleaning (outside normal hours) - Resident Manager	12.25 p.h.	12.74 p.h.	13.25 p.h.
3	6 (vi)	Stand by Monday to Friday	10.96 p.d.	11.40 p.d.	11.86 p.d.
	6 (vi)	Stand by Saturday/Sunday	21.13 p.d.	21.98 p.d.	22.86 p.d.
	6 (vi)	Ready for after hours work	39.50 p.d.	41.08 p.d.	42.72 p.d.
13	8(vi)(a)	Exhumation -14 days or less	59.26	61.63	64.10
14	8(vi)(b)	Exhumation - (embalmed) 14 days to 7 years	71.01	73.85	76.80
15	8(vi)(c)	Exhumation - (not embalmed) 14 days to 7 years	118.29	123.02	127.94
16	8(vi)(d)	Exhumation - in excess of 7 years	59.26	61.63	64.10
20	13	Tool Allowance	4.45 p.w.	4.45 p.w.	4.63 p.w.
21	15(v)	Meal at other than usual place (without notification)	10.28	10.68	11.14
22	15(viii)	Meal Allowance	10.28	10.68	11.14
23	15(ix)	Meal Allowance - Saturdays, Sundays, Holidays	10.28	10.68	11.14

24	21(i)	Long Service Bonus - 5 and under 10 years	7.21 p.w.	7.50 p.w.	7.80 p.w.
25	21(i)	Long Service Bonus - 10 and under 15 years	13.81 p.w.	14.36 p.w.	14.93 p.w.
26	21(i)	Long Service Bonus -15 and under 20 years	18.57 p.w.	19.31 p.w.	20.08 p.w.
27	21 (i)	Long Service Bonus - 20 years and over	29.88 p.w.	31.08	32.32
28	26(ix)	Clothing Allowance - casuals	2.20 per half day or part thereof	2.27 per half day or part thereof	2.32 per half day or part thereof

4. The 2006 variation shall take effect from the beginning of the first pay period to commence on or after 3 October 2008.
5. This 2007 variation shall take effect from the beginning of the first pay period to commence on or after 3 October 2008.
6. This 2008 variation shall take effect from the beginning of the first pay period to commence on or after 3 October 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.



## HAIR AND BEAUTY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6748 published 31 October 2008

(366 I.G. 936)

(No. IRC 1114 of 2008)

### CORRECTION

1. Delete Instruction 2, and substitute the following:
2. Insert in numerical order in the Arrangement the following new clauses:

11A. Casual Employees  
35A. Confidentiality

### PART B

#### MONETARY RATES

Table 3 - Part-time and Casual Rates of Pay

2. Delete Instruction 15, and substitute the following:
  15. Delete clause 10, State Wages Case Adjustments and insert in lieu thereof the following:

#### **10. State Wage Case Adjustments**

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
  - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
3. Delete Instruction 20, and substitute the following:
    20. Delete the word "weekly" in subclause (i) of clause 24 Sick Leave, subclause (i) of clause 35 Termination of Employment, clause 36 Superannuation (1)(e)(i), and 36(2)(e) (where applicable), and insert in lieu thereof the following:

"full-time"

G. M. GRIMSON *Industrial Registrar.*

(387)

**SERIAL C6743**

## **ICE CREAM CARTERS AND VAN SALESPERSONS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1284 of 2008)

Before Commissioner Connor

28 August 2008

### **VARIATION**

1. Delete clause 31, Arbitrated Safety Net Adjustments, of the award published 8 December 2000 (320 I.G. 1114) and insert in lieu thereof the following:

#### **31. Arbitrated Safety Net Adjustments**

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- 31.1 any equivalent over award payments, and/or
  - 31.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### **PART B**

#### **MONETARY RATES**

**Table 1 - Rates of Pay**

Classification	Former Total Wage Rate Per Week \$	State Wage Case 2008 %	New Rate Per Week \$
Van Salesperson on rounds	602.70	4.0	626.80
Motor Wagon Driver	597.60	4.0	621.50
Checker/Loader	570.10	4.0	592.90
Checker	569.20	4.0	592.00
General Hand	550.30	4.0	572.30
Junior Assistants			
Under 17 years of age	220.38	4.0	229.20
At 17 years of age	270.34	4.0	281.15
At 18 years of age	330.22	4.0	343.43
At 19 years of age	382.12	4.0	397.40
At 20 years of age	473.01	4.0	491.93

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	9.1.2 (1)	Semi-trailer with single axle	31.97	33.25
	9.1.2 (2)	Semi-trailer with two axle	40.66	42.29
	9.1.2 (3)	Semi-trailer with more than two axles	47.94	49.86
2	9.3.1	Junior employee- required to drive vehicle from time to time with Class 1 driving licence	31.82	33.10
3*	10.4	Meal Allowance	11.35	11.99
4	11.1	Morning shift	9.59	9.97
		Afternoon shift	12.56	13.06
		Night shift	15.84	16.47
		Permanent afternoon shift or permanent night shift	4.21	4.38
5*	29.1	Laundry Allowance	6.60	6.60

\* indicates item adjusted as per CPI to June Quarter 2007 to June Quarter 2008.

3. This variation shall operate from the first pay period commencing on or after 30 December 2008.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

**LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1257 of 2008)

Before Commissioner Stanton

6 August 2008

**VARIATION**

1. Delete Part B, Monetary Rates of the award published 30 November 2007 (364 I.G. 453) and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wage Rates**

	Rate of Pay Per Week \$	SWC 2008 %	Total Rate of Pay \$
Technical/Trades Band Level 1	646.90	4.0	672.80
Technical/Trades Band Level 2	711.50	4.0	740.00
Technical/Trades Band Level 3	814.00	4.0	846.60
Professional Band Level 1	711.50	4.0	740.00
Professional Band Level 2	814.00	4.0	846.60
Professional Band Level 3	912.50	4.0	949.00
Professional Band Level 4	1066.30	4.0	1109.00
Apprentice 1 year	358.10	4.0	372.40
Apprentice 2 year	423.00	4.0	439.90
Apprentice 3 year	485.90	4.0	505.30
Apprentice 4 year	547.00	4.0	568.90

Note: The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may offset against:

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

**Table 2 - Other Rates and Allowances**

Clause 7 Special Allowance	Amount \$
(a) Dirty work	0.28
(b) Wet places	0.33
(c) Confined spaces	0.33
(d) Working underground	0.28
(e) Working with raw sewerage	6.27

Clause 8 Tool Allowance	
(i) Tools Electrical Tradesperson	26.10
(iv) (b) Compensation for lost tools	65.80
Clause 14 On call	
(iii) on call allowance	85.70
Clause 15 Meal Time Allowance	(CPI 6.55%)
(i) meal allowance	12.00
(ii) (a) meal allowance	12.00
(ii) (b) meal allowance on overtime	9.20
Clause 24 Travelling Allowance	
3-10km	4.10
10-20km	7.30
20-30km	10.30
30-40km	13.30
40-50km	16.50
Each additional km	0.32
Clause 27 Driving of Motor Vehicles	
(ii) (a) Use of private motor vehicle	
Under 2.5litres	0.64
2.5 litres and over	0.73
(b) Minimum yearly allowance	6,984.00
Clause 28 Industry Allowance	
Industry allowance	43.15 43.20
Clause 31 Miscellaneous	
(ii) (a) West of the line allowance	1.03
(iii) First aid allowance	2.50

2. This variation shall take effect from the first full pay period to commence on or after 8 August 2008.

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**MEAT PRESERVERS, &c. (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1264 of 2008)

Before Commissioner Tabbaa

19 August 2008

**VARIATION**

1. Delete clause 7, Arbitrated Safety Net Adjustment, of the award published 16 August 2002 (335 I.G. 922) and insert in lieu thereof the following:

**7. Arbitrated Safety Net Adjustment**

- 7.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against;
- (i) any equivalent over award payments, and/or;
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates of adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wage Rates**

Classification	SWC - 2008 Effective 1 Dec 2008 Amount per week
Grade I - General Hand Storeperson - An employee who carries out all general labouring, cleaning receiving, packing or despatching work within the establishment	552.70
Grade II Processor - An employee who is involved in Meat Processing (Manual and/or Mechanised) or inspecting operations within the establishment. For example: Can Fill Checker, TVP Operator, Meat Inspection Operator, Depalletiser/Palletiser Operator, Unscramble Operator, Canning Machine Operator, Labelling Machine Operator, Hand Forklift Operator, Bone Mincing Machine Operator, Formed Meat Mixer	552.70
Grade III Meat Cutter and Boner - An employee involved in the preserving, boning, cutting and/or slicing of meat. For example: Disintegrator Operator, Closing Machine Operator, Pet Food Batch Mixer, Boner Slicer	571.20

**Table 2 - Other Rates**

Item No.	Clause No.	Brief Description	SWC 2008 Effective 1 Dec 2008 Amount per week
1	5.4	Meal Allowance	7.62
2	6.3 a	Bandsaw, Handing out or Chilling Room	0.07
3	6.3 b	Dirt Cans Allowance	1.07

3. This variation shall come into effect from the first full pay period on or after 1 December 2008.

I. TABBAA, Commissioner

---

Printed by the authority of the Industrial Registrar.

(039)

**SERIAL C6785**

## **METAL, ENGINEERING AND ASSOCIATED INDUSTRIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1893 of 2008)

Before Commissioner McKenna

9 October 2008

### **VARIATION**

1. Delete paragraphs 5.1.1(c), and 5.1.1(d), of clause 5, Classifications and Rates of Pay, of Part 5, Rates of Pay and Related Matters of the award published 8 June 2001 (325 I.G. 209), and insert in lieu thereof the following:

(c) Schedule of Rates of Pay

Wage Group	Base Rate Per Week \$	Supplementary Payment Per Week \$	SWC Adjustments	Weekly Award Rate \$	Hourly Rate \$
Level C14	284.80	40.60	227.30	552.70	14.54
Level C13	299.50	42.60	220.60	562.70	14.81
Level C12	319.20	45.40	221.50	586.10	15.42
Level C11	337.40	48.10	222.40	607.90	16.00
Level C10	365.20	52.00	225.70	642.90	16.92
Level C9	383.50	54.60	226.60	664.70	17.49
Level C8	401.70	57.20	227.40	686.30	18.06
Level C7	420.00	59.80	226.20	706.00	18.58
Level C6	456.50	65.00	227.80	749.30	19.72
Level C5	474.80	67.60	228.70	771.10	20.29
Level C4	493.00	70.20	229.50	792.20	20.86
Level C3	529.50	75.40	231.20	836.10	22.00
Level C2(a)	547.80	78.00	232.00	857.80	22.57
Level C2(b)	584.30	83.20	229.50	897.00	23.61
Level C1(a)	657.40	93.60	232.80	983.80	25.89
Level C1(b)	766.90	109.20	237.80	1113.90	29.31

(d) State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

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



2. Delete subclause 5.3.1 of clause 5.3, Apprentice Rates of Pay of the said Part 5, and insert in lieu thereof the following:

- 5.3.1 Except as provided for in clause 5.4, Adult Apprentices, the weekly wage rate for apprentices shall be as follows:

Column 1	Column 2	Column 3	Column 4	Column 5
4 year terms apprenticeship	Percentage of Column 3 %	C10 Weekly Award Rate \$	Total rate per week \$	Hourly Rate \$
First Year	42	642.90	270.02	7.11
Second Year	55	642.90	353.60	9.31
Third Year	75	642.90	482.18	12.69
Fourth Year	88	642.90	565.75	14.89

3. Delete the Table 1 - Adult Apprentice Rates of Pay, in subclause 5.4.3 of clause 5.4, Adult Apprentices, of the said Part 5 and insert in lieu thereof the following:

**Table 1 - Adult Apprentice Rates of Pay**

Year of Apprenticeship	Total Weekly Rate \$
First	491.30
Second	552.70
Third	562.70
Fourth	586.10

4. Delete clause 5.5, Unapprenticed Junior Rates of Pay, of the said Part 5 and insert in lieu thereof the following:

**5.5. Unapprenticed Junior Rates of Pay**

5.5.1

- (a) Unapprenticed Juniors

The minimum weekly wage rates for unapprenticed juniors shall be as follows:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3 %	C13 Weekly Award Rate \$	Total Rate per week \$
Under 16 years of age	36.8	562.70	207.07
At 16 years of age	47.3	562.70	266.16
At 17 years of age	57.8	562.70	325.24
At 18 years of age	68.3	562.70	384.32
At 19 years of age	82.5	562.70	464.23
At 20 years of age	97.7	562.70	549.76

A junior employee of 18 years of age or more shall be paid 40 cents per week in addition to the rates prescribed herein whilst they are employed as a furnace person or assistant to a furnace person.

## 5.5.1

## (b) Unapprenticed Juniors (Foundaries)

The minimum weekly wage rates for Unapprenticed Juniors (Foundaries) shall be as follows:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3 %	C13 Weekly Award Rate \$	Total Rate per week \$
Under 16 years of age	36.8	562.70	207.07
At 16 years of age	47.3	562.70	266.16
At 17 years of age	68.3	562.70	384.32
At 18 years of age	83.0	562.70	467.04
At 19 years of age	98.8	562.70	555.95

5. Delete the amount "\$64.00" appearing in subclause 5.8.3 of clause 5.8, Supported Wage System for People with Disabilities, of the said Part 5 and insert in lieu thereof the following:

\$69.00

6. Delete the amount "\$64.00" appearing in paragraph 5.8.9(iii) of clause 5.8, Supported Wage System for People with Disabilities, of the said Part 5 and insert in lieu thereof the following:

\$69.00

7. Delete 5.9.1(f) of clause 5.9, Allowances and Special Rates, of the said Part 5 and insert in lieu thereof the following:

## 5.9.1(f) All Purpose Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.1(a)	Leading Hands in Charge of : 3-10 employees 11-20 employees More than 20 employees	28.45 per week 42.50 per week 54.10 per week
2	5.9.1(b)	Ship Repairing Tradespersons All other employees	12.95 per week 10.45 per week
3	5.9.1(c)	Multi-Storey Building	20.45 per week
4	5.9.1(d)	Tool Allowance	13.95 per week

8. Delete 5.9.2(g) of clause 5.9, Allowances and Special Rates, of the said Part 5 and insert in lieu thereof the following:

## 5.9.2(g) Other Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.2(a)	Motor Allowance	71 cents per km travelled
2	5.9.2(b)	First Aid Allowance	12.95 per week
3	5.9.2(c) 5.9.4(b)(iv) & 6.4.11	Meal Allowance	10.90

9. Delete 5.9.3(s) of clause 5.9, Allowances and Special Rates of the said Part 5 and insert in lieu thereof the following:

5.9.3(s) Special Rates

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.3(c)	Cold Places	48 cents per hour extra
2	5.9.3(d)	Hot Places Between 46 and 54 celsius In excess of 54 celsius	49 cents per hour extra 64 cents per hour extra
3	5.9.3(e)	Wet Places	49 cents per hour extra
4	5.9.3(f)	Confined Spaces	64 cents per hour extra
5	5.9.3(g)	Dirty Work Ship Repair Work All other work	64 cents per hour extra 49 cents per hour extra
6	5.9.3(h)	Height Money	35 cents per hour extra
7	5.9.3(i)	Meat Digesters and Oil Tanks	49 cents per hour extra
8	5.9.3(j)	Sanitary Works	33 cents per hour extra
9	5.9.3(k)	Insulation materials	63 cents per hour extra
10	5.9.3(l)	Slaughtering Yards	35 cents per hour extra
11	5.9.3(m)	Boiler Repairs (i) Smoke boxes, fire boxes, furnaces or flues of boilers (ii) Oil fired boilers including the castings, uptakes and funnels, or flues and smoke stacks	35 cents per hour extra 1.29 per hour extra
12	5.9.3(n)	Explosive Powered Tools	1.30 per day extra
13	5.9.3(o)	Ships in Dock	35 cents per hour extra
14	5.9.3(p)	Foundry Allowance	36 cents per hour worked
15	5.9.3(q)	Boilding Down works	35 cents per hour
16	5.9.3(r)	Lead Works	35 cents per hour

10. This variation shall take effect from the beginning of the first pay period on or after 11 October 2008.

D. S. McKENNA, Commissioner

Printed by the authority of the Industrial Registrar.

(1803)

**SERIAL C6749****METER READERS AND FIELD OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1311 of 2008)

Before Mr Deputy President Sams

13 August 2008

**VARIATION**

1. Delete subclause (i) of 18, State Wage Case, of the award published 2 September 2005 (353 I.G. 522) and insert in lieu thereof the following:
  - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2006, 2007, and 2008. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Level	SWC 2006 weekly rate of pay \$	SWC 2007 weekly rate of pay \$	SWC 2008 weekly rate of pay \$
1. Probationary Meter Reader	534.95	554.95	577.15
2. Meter Reader	592.80	612.80	637.30
3. Senior Meter Reader	630.40	650.40	676.40
4. Special Meter Reader/ Field Officer	667.80 2.14 (per hour)	687.80 2.22 (per hour)	715.30 2.29 (per hour)
5. Team Leader	683.50	703.50	731.65

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Allowance	SWC 2006 \$	SWC 2007 \$	SWC 2008 \$
1	14 (ii)	Meal Breaks	9.45	9.80	10.20
2	20(i)	All Purpose	0.50 per hour	0.52 per hour	0.54 per hour
3	20(ii)	First -Aid	11.60 per week	12.05 per week	12.55 per week
4	20(iv)	Vehicle	0.62 per km	0.65 per km	0.68 per km
5	20(v)	Accommodation	379.50 per week	394.65 per week	410.45 per week
6	20(vi)	Mobile Phone	10.70 per week	11.10 per week	11.55 per week
7	21(ii)(d)	Walking Shoes	1.10 per week	1.15 per week	1.20 per week

3. This variation shall take effect from the first full pay period to commence on or after 13 August 2008.

P. J. SAMS *D.P.*

---

Printed by the authority of the Industrial Registrar.

**MILK TREATMENT, &c., AND DISTRIBUTION (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1285 of 2008)

Before Commissioner Connor

28 August 2008

**VARIATION**

1. Delete clause 2, State Wage Case Adjustments, of the award published 11 April 2008 (365 I.G. 515) and insert in lieu thereof the following:

**2. State Wage Adjustments**

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
- (a) any equivalent over award payments, and/or
  - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

Classification	Former Rate per week \$	SWC 2008 %	Total Rate per Week \$
<b>Division A: Production Section</b>			
Production Assistant	562.90	4.0	585.40
Plant Operator Grade 1	572.40	4.0	595.30
Plant Operator Grade 2	585.50	4.0	608.90
Plant operator Grade 3	604.70	4.0	628.90
<b>Division B: Transport Section</b>			
Milk Carter on rounds	601.20	4.0	625.20
Relief milk carter	603.70	4.0	627.80
Relief motor wagon driver	610.90	4.0	635.30
Fork lift driver	601.10	4.0	625.10
Tanker driver- 15,911 litres capacity or more	631.40	4.0	656.70
Tanker driver grader:			
Under 15,911 litres capacity	619.40	4.0	644.20
From 15,911 litres capacity	634.30	4.0	659.70
Drivers of motor wagons having a manufacturer's gross vehicle mass in tonnes:			
Up to 13,948	610.60	4.0	635.00
Over 13,948 and up to 15,468	612.40	4.0	636.90
Over 15,468 and up to 16,919	613.50	4.0	638.00
Over 16,919 and up to 18,371	616.50	4.0	641.20
Over 18,371 and up to 19,731	618.00	4.0	642.70
Over 19,731 and up to 21,092	618.90	4.0	643.70
Over 21,092 and up to 22,453	620.90	4.0	645.70

The minimum rate of wages for milk carters' assistants and boys on carts:			
Under 18 years of age	323.40	4.0	336.35
At 18 and under 19 years	396.85	4.0	412.70
At 19 and under 20 years	439.65	4.0	457.25
At 20 and under 21 years	462.85	4.0	481.35
The minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee:			
Under 18 years of age	335.65	4.0	349.10
At 18 and under 19 years	386.60	4.0	402.05
At 19 and under 20 years	443.75	4.0	461.50
At 20 and under 21 years	496.90	4.0	516.80

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Former Amount Per week \$	New Amount Per week \$
1	6(i)	For drivers where the semi-trailer has:		
		A single axle	35.00	36.40
		Two axles	43.00	44.70
		More than two axles	50.20	52.20
2	6(iv)	Leading Hands:		
		In charge of more than 2 but not more than 10 employees	21.50	22.35
		In charge of more than 10 employees	27.35	28.45
3	6(v)	Charge Hands (per day)	5.90	6.15
4	6(vii)	First aid allowance (Per Week)	13.55	14.10
5	6(viii)	Forklift drivers engaged in the loading and/or unloading of trailers (per week)	7.35	7.65
6	6(ix)	Any employee in a Production Section classification required to move Vendors' vehicles (per day)	3.00	3.10
7	6(x)	Any employee in a Production Section who possesses a TAFE Advanced Certificate or Associate Diploma	18.10	18.80
8	6(xi)	Employees of Dairy Farmers Cooperative Ltd working in Cargon Vendor Distribution Depots in cold temperatures between 1 degree Celsius and 7 degrees Celsius (per hour)	0.50	0.52
9	6(xii)	Employees of Dairy Farmers Co-Operative Ltd working their entire shift within a fully enclosed refrigerated warehouse or depot where temperatures are below 5 degrees C	0.50	0.52
10	8(i)	Shift Allowance:		
		(a) morning shift (per shift)	9.55	9.95
		(b) afternoon shift (per shift)	12.60	13.10
		(c) night shift (per shift)	15.95	16.60
		(d) permanent afternoon shift or permanent night shift (per shift)	3.45	3.60
11	11(ii)(b)	Overtime- meal allowance*	11.10	11.70
12	18(iii)	Laundry Allowance*	5.45	5.45

\* indicates item adjusted in accordance with CPI June Quarter 2007 to CPI June Quarter 2008.

3. This variation shall take effect from the first full pay period to commence on or after 29 November 2008.

P. J. CONNOR, Commissioner

---

Printed by the authority of the Industrial Registrar.



**MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD  
CARE CENTRES, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6692 published 31 October 2008

(366 I.G. 949)

(No. IRC 1210 of 2008)

**CORRECTION**

1. For instruction 1, in Column 2 of Table 1B - Wages - Support Worker Classifications, delete the words "Rate at 1/9/08" and substitute the following:

"Rate at 1/9/07"

2. For instruction 2, in Column 3 of Table 1C - New Wages - Child Care Classifications in Long Day Care, delete the words "Rate at 1/9/2008" and substitute the following:

"Rate at 1/3/2008"

3. For instruction 3, in Column 3 of Table 1D, New Wages - Child Care Classifications in Pre-Schools, delete the words "Rate at 1/9/2008" and substitute the following:

"Rate at 1/3/2008"

G. M. GRIMSON *Industrial Registrar.*

---

Printed by the authority of the Industrial Registrar.

**NURSING HOMES, &c., NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, Industrial Organisation of Employees.

(No. IRC 1214 of 2006)

Before Commissioner Bishop

10 March 2006

**VARIATION**

1. Insert into the Arrangement, of the award published 21 October 2005 (354 I.G. 759), the following new clause number and subject matter and renumber the existing clause 49, Area, Incidence and Duration, to read as clause 50:

- |     |                              |
|-----|------------------------------|
| 49. | Secure Employment            |
| 50. | Area, Incidence and Duration |

2. Insert after clause 48, Leave Reserved, the following new clause:

**49. Secure Employment**

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 10th March 2006.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**NURSING HOMES, &c., NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 691 of 2008)

Before Commissioner Connor

11 September 2008

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

Clause No.	Subject Matter
1.	Definitions
2.	Hours of Work and Free Time of Employees Other Than Directors of Nursing
3.	Hours of Work and Free Time of Directors of Nursing
4.	Remuneration Packaging
5.	Rosters
6.	Salaries
7.	Transitional Arrangements - Registered Nurse Incremental Scale
8.	Recognition of Service and Experience
9.	Average Occupied Beds
10.	Special Allowances
10A.	Continuing Education Allowance
11.	Climatic and Isolation Allowance
12.	Penalty Rates for Shift Work and Weekend Work
13.	Expense Allowance for Directors of Nursing
14.	Telephone Allowance
15.	Public Holidays
16.	Uniform and Laundry Allowance
17.	Higher Grade Duty
18.	Overtime
19.	Payment and Particulars of Salaries
20.	Proportion
21.	Part-time, Casual and Temporary Employees
22.	Annual Leave
23.	Annual Leave Loading
24.	Sick Leave
25.	Long Service Leave
26.	Compassionate Leave
26A.	Parental Leave
27.	Personal/Carer's Leave
28.	Staff Amenities
29.	Labour Flexibility
30.	Medical Examination of Nurses
31.	Escort Duty
32.	Deputy Director of Nursing and Assistant Director of Nursing
33.	Nursing Unit Managers
34.	Fares and Expenses

35. Registration or Enrolment Pending
36. Termination of Employment
37. Award Benefits to be Continuous
38. Special Provisions Relating to Trainee Enrolled Nurses
39. Trainee Enrolled Nurse
40. Right of Entry
41. Lifting Weights
42. Attendance at Meetings and Fire Drills
43. Training for Nurses
44. Resolution of Disputes
45. Anti-Discrimination
46. Enterprise Arrangements
47. Exemptions
48. Leave Reserved
49. Secure Employment
50. Area, Incidence and Duration

## PART B

### MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

Table 3 - Continuing Education Allowances

## PART A

### 1. Definitions

The following definitions apply in this award, except where otherwise clearly indicated.

- (i) "Assistant in Nursing" means - a person, other than a registered nurse, trainee or enrolled nurse who is employed in nursing duties in a facility.
- (ii) "Assistant Director of Nursing" means:
  - (a) A person appointed as such in any sized facility and includes a person appointed as the nurse in charge during the evening or night in a facility where the adjusted daily average of occupied beds is not less than 150.
  - (b) A person appointed as such to a position approved by the employer including persons appointed to be in charge of a ward or group of wards.
- (iii) "Association" means - the New South Wales Nurses' Association.
- (iv) "Board" means - the Nurses' Registration Board of NSW.
- (v) "Clinical Nurse Consultant" means - a registered nurse appointed as such to the position, who has had at least five years' post registration experience and who has in addition approved post registration nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer.
- (vi) "Clinical Nurse Educator" means - a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the nursing home.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the nursing home. The Clinical Nurse Educator may also be responsible for new employee orientation at the nursing home.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the nursing home to provide the educational programmes detailed above.

Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

(vii) "Clinical Nurse Specialist":-

(a) In facilities of 250 ADA and above, the definition of a Clinical Nurse Specialist is:

"Clinical Nurse Specialist" means - a registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her/his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her/his specified post registration experience.

(b) In facilities of less than 250 ADA the definition for Clinical Nurse Specialist is:

"Clinical Nurse Specialist" means - a registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of her/his specified post registration qualification.

(viii) "Day Worker" means - a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am, otherwise than as part of the shift system.

(ix) "Deputy Director of Nursing" means - a person appointed to that position or deemed to hold that position pursuant to clause 32, Deputy Director of Nursing and Assistant Director of Nursing, of this award.

(x) "Director of Nursing" means a registered nurse who is registered by her/his employer with the Health Administration Corporation as the person in charge of the facility. There shall be only one person in each facility entitled to be classified as Director of Nursing or whatever title the senior nursing administrator is known by in the individual facility and shall include "Chief Nurse" as defined by the *Nursing Homes Act 1988*.

(xi) "Enrolled Nurse" means - a person enrolled by the Board as such.

(xii) "Experience" in relation to an enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this award whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.

(xiii) "Facility" means - a nursing home or hostel.

(xiv) "Hostel" means - a Hostel as defined as at 1st September 1993 in the *Aged and Disabled Persons Care Act 1954* (Commonwealth).

(xv) "Industry of Nursing" means - the industry of persons engaged in New South Wales in the profession of nursing in nursing homes and hostels.

(xvi) "Nurse" includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.

(xvii) "Nurse Educator" means - a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a nursing home or group of nursing homes. Nurse education programmes

shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary postgraduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as the sole nurse educator for a group of nursing homes shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of 12 months satisfactory full-time equivalent service, provided that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full time service.

- (xviii) "Nursing Home" means - a Nursing Home as defined as at 1 September 1993 by the *Nursing Homes Act*, 1988.
- (xix) "Registered Nurse" means - a person registered by the Board as such.
- (xx) "Senior Nurse Educator" means - a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator.

A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, co-ordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a nursing home or in a group of nursing homes.

Incremental progression shall be on completion of 12 months' satisfactory service.

- (xxi) "Service" for the purpose of clause 6, Salaries, of this award, means - service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, plus any actual periods on and from 1 January 1971, during which a registered nurse undertook a prescribed geriatric, infants', midwifery, mothercraft or psychiatric training course, or attended a post-graduate course recognised by the Board whether in New South Wales or elsewhere; provided that in the case of service elsewhere than in New South Wales where the period of the prescribed course of training is less than the period of the prescribed course of training in New South Wales, the nurses shall serve a period after graduation equal to the difference between the period of the prescribed course elsewhere than in New South Wales and the period of the prescribed course in New South Wales before becoming entitled to be paid as a registered nurse, general nurse, geriatric nurse, infants' nurse, midwifery nurse, mothercraft nurse or psychiatric nurse as the case may be.
- (xxii) "Shift Worker" means - a worker who is not a day worker as defined.
- (xxiii) "Trainee Enrolled Nurse" means - a person who is being trained to become an enrolled nurse in a nursing home recognised by the Board for that purpose.

## **2. Hours of Work and Free Time of Employees Other Than Directors of Nursing**

- (i) The ordinary hours of work for day workers, other than Directors of Nursing, exclusive of meal times, shall be 152 hours per 28 calendar days, to be worked Monday to Friday, inclusive, and to commence on such days at or after 6.00 a.m. and before 10.00 a.m.



(ii) The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.

(iii)

(a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than 19 days in the cycle.

(b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the employer, work shifts of less than eight hours each over 20 days in each cycle of 28 days.

(c) Provided that on the occasion of an employee's written request, and with the consent of the employer, a 9.5-day fortnight may be worked instead of the 19-day month.

NOTE: This subclause is designed to ensure that rosters achieve increased leisure time for nurses, rather than reduced daily hours. This can be achieved by the working of shifts of longer than eight hours per day, with the result that less than 19 days are worked in 28, but without the accrual of an additional day off, as well as by the working of a 19-day month with an accrued additional day off.

(iv) Each shift shall consist of no more than ten hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee shall not work more than seven consecutive shifts unless the employee so requests and the Director of Nursing agrees. Provided also that an employee shall not work more than two quick shifts in any period of seven days, i.e., an evening shift followed by a morning shift, where the break between ordinary shifts is less than ten hours.

(v) The employer is to decide when employees take their additional days off prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38-hour week). Where necessary, the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable, additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause (xiv) of this clause.

(vi) Once set, the additional day off duty may not be changed, except in accordance with the provisions of clause 5, Rosters.

(vii) Where the employer's decision (in accordance with subclause (v) of this clause) is that an employee's additional days off be accumulated, no more than six days may be accumulated in any one year of employment. By mutual agreement this may be extended to no more than 12 days at any one time.

(viii)

(a) Except for breaks for meals, the hours of duty each day shall be continuous.

(b) "Broken shift" for the purposes of this subclause means a shift worked by a permanent part-time employee that includes a break (other than a meal break) of not more than four hours and where the span of hours is not more than 12 hours.

(c) Notwithstanding paragraph (a) above and subclause (iv) of this clause, an employer association representing an employer may apply to the Association for permission to implement broken shifts.

(d) Broken shifts may be worked without the permission of the Association, but only where:

(1) it is for a period of one month or less; and

(2) it is by reason of an emergency in the roster, e.g., absence of another employee due to sick leave, annual leave on short notice or resignation; and

- (3) the affected employees agree to work the broken shifts.
- (ix)
- (a) Each employee shall be allowed a break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
- (b) Where practicable, employees shall not be required to work more than five hours without a meal break.
- (x) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked, employees shall be allowed one ten-minute interval in each four-hour period. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one 20-minute interval, or as one ten-minute interval with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- (xi) Subclauses (ix) and (x) of this clause shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 p.m. and 11.00 p.m. and who is allowed two intervals of 20 minutes each during the period of night duty, but such intervals shall count as working time and shall be paid for as such.
- (xii)
- (a) Except as provided for in paragraph (b) of this subclause, an employee shall not be employed on night duty for a longer period than eight consecutive weeks. After having served a period of night duty, an employee shall not be required to serve a further period on night duty until he or she has been off night duty for a period equivalent to the previous period on night duty.
- (b) The provisions of paragraph (a) shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or a registered nurse in charge, as the case may be, who is employed permanently in charge at night, nor to an employee who requests to be employed on night duty and the Director of Nursing consents.
- (c) Moreover, except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than ten weeks in any one year of training nor shall a trainee enrolled nurse who is sitting for his or her final examination be required to perform night duty during a period of at least two weeks prior to the respective examination or on the two nights following such examination.
- (xiii) An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xiv)
- (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 p.m. and before 4.00 p.m.
- (b) An employee, at his or her request, may be given free-from-duty time in one or more periods but no period shall be less than one full day.
- (c) For the purpose of this subclause, "full day" means - from midnight to midnight or midday to midday.

- (xv)
- (a) Employees may be required to remain "on call". Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with clause 10, Special Allowances. Provided, however, that no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.
  - (b) No employee shall be required to remain on call while on a rostered day or days off nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.
- (xvi) All rostered time off duty occupied by a trainee enrolled nurse in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.
- (xvii) The provisions of paragraphs (a) and (b) of subclause (xii) and of subclause (xiii) and of paragraph (a) of subclause (xiv) of this clause, shall not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.

### **3. Hours of Work and Free Time of Directors of Nursing**

- (i) A Director of Nursing shall be free from duty for not less than nine days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (iii) A Director of Nursing shall, where practicable, inform his/her employer by giving not less than seven days' notice of the days he/she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

### **4. Remuneration Packaging**

- (i) Where an employer intends to offer remuneration packaging generally to employees under this award, the employer shall notify the Association at least 21 days prior to making that general offer that it intends to make a general offer of remuneration packaging to employees under this award.
- (ii) Where the employer offers remuneration packaging to an individual employee, the employer shall allow the employee a period of no less than 21 days to seek independent advice on the terms of the proposed remuneration packaging.
- (iii) Remuneration packaging shall be introduced by agreement between an employer and the employee. Neither the employee nor the employer shall be compelled to enter into a salary packaging arrangement. Employees may exercise their rights to continue to receive their applicable salary.
- (iv) The terms and conditions of a package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
  - (a) The employer shall ensure that the structure of any package complies with taxation and other relevant laws.
  - (b) All award conditions, other than the salary and those conditions as agreed in paragraph (c) below shall continue to apply.

- (c) Where packaging arrangements apply with a Director of Nursing (DON) or a Deputy Director of Nursing (DDON), the employer and employee may by mutual agreement delete the application of certain award clauses, excepting clauses 22 Annual Leave, 24 Sick Leave, 25 Long Service Leave and 27 Personal/Carer's Leave.
- (d)
  - (i) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their award salary prior to the application of any remuneration packaging arrangements.
  - (ii) Employers shall, by no later than 31 December 2002, renegotiate any remuneration package in operation prior to 13 November 2002, where such package includes a SGC calculated on less than their pre-packaged award salary. The package must provide for future SGC contributions to be based on the pre-packaged award salary.
- (v) A copy of the agreement shall be made available to the employee.
- (vi) The employee shall be entitled to inspect details of the payments made under the terms of this agreement.
- (vii) The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer.
- (viii) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the employer and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.
- (ix) In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax, the employer may terminate all remuneration packaging arrangements and the employee's salary will revert to the applicable award classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.
- (x) One months notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the award wage.
- (xi) In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
- (xii) Pay increases granted to employees in accordance with this award shall also apply to employees subject to remuneration packaging arrangements.
- (xiii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any remuneration packaging arrangements.

## 5. Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall, where practicable, be displayed at least two weeks, and in any event not less than one week, prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency; provided that where any such alteration involves an employee working on a

day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.

- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 2, Hours of Work and Free Time of Employees other than Directors of Nursing, of this award, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

### **6. Salaries**

- (i) The minimum salaries per week shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Where an employer appoints an Assistant Director of Nursing, Deputy Director of Nursing or Director of Nursing to be responsible for a hostel, then the following calculation will apply when calculating the adjusted daily average of hostel beds to be included for salary purposes:

Responsibility for Hostel	Nursing Home Bed	Percentage %
(1)	No responsibility	0
(2)	Partial responsibility: Where the assigned responsibility is limited to oversight of the operation of a hostel and liaison with a Hostel Supervisor (who has been appointed to supervise hostel staff in the performance of their duties and to carry out administrative and other tasks relevant to the operation of the hostel and the welfare and care of residents)	25
(3)	Total responsibility: No Hostel Supervisor engaged in the hostel over which responsibility has been assigned	100

Provided that every fraction of a bed resulting from this calculation shall be deemed to equal one nursing home bed.

### **7. Transitional Arrangements - Registered Nurse Incremental Scale**

- (i) For the purposes of this clause "transitional date" means the first pay period commencing on or after 1 March 1996.
- (ii) The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table in subclause (iv). The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.
- (iii) Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is, the transitional arrangements shall apply to all periods of employment, under this award, which commence on or after the transitional date.

## (iv) Transitional Table:

Column A (Old incremental scale)	Column B (New incremental scale)
First year of service	First year of service
Second year of service	First year of service
Third year of service	Second year of service
Fourth year of service	Third year of service
Fifth year of service	Fourth year of service
Sixth year of service	Fifth year of service
Seventh year of service	Sixth year of service
Eighth year of service	Seventh year of service
UGI	Eighth year of service
Note: For the purposes of the old incremental scale only, a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies(Nursing) (referred to for the purposes of this clause as a "UGI" qualification) shall enter the incremental scale on the second year of service.	

- (v) The year of service determined by this clause shall be year of service only for the purposes of clause 6, Salaries. In particular this clause shall not affect the definition of service for the purposes of clause 22, Annual Leave, clause 24, Sick Leave or clause 25, Long Service Leave.
- (vi) A registered nurse's anniversary date for the purpose of moving to the next year of service is not affected by this clause.

### 8. Recognition of Service and Experience

- (i) The employer shall notify each nurse, in writing, of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse, then the requirements of this clause shall not commence until the employer does so notify the nurse.
- (ii) From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in clause 1, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- (iii) Until such time as the nurse furnishes any such documentation contemplated in subclause (ii) above, the employer shall pay the nurse at the level for which proof has been provided.
- (iv) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (v) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved, but only from the date of providing that evidence to the employer.
- (vi) A nurse who is working as a nurse for more than one organisation shall notify each employer under this award within one month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (vii) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the nurse shall be paid at the higher rate

as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the nurse shall be paid at the higher rate only from the date that proof is provided.

### 9. Average Occupied Beds

The average shall be taken for the 12 months ended 30 June in each and every year and such average shall relate to the salary of the Director of Nursing and Deputy Director of Nursing for the succeeding year. On request, an employer shall furnish to the Association a statement in writing showing the adjusted daily average of occupied beds for the twelve months ending on the preceding 30 June.

### 10. Special Allowances

(i)

- (a) A registered nurse in charge during the day, evening or night of a facility having a daily average of occupied beds of less than 150 shall be paid, in addition to his or her appropriate salary, whilst so in charge, the relevant sum set out in Item 1 of Table 2, Other Rates and Allowances, of Part B Monetary Rates, per shift.
- (b) A registered nurse who is designated to be in charge of a shift in a ward shall be paid, in addition to his or her appropriate salary, the sum set out in Item 2 of the said Table 2, per shift.
- (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.
- (d) An enrolled nurse shall not be required to be in charge of a facility, shift, ward or unit.

(ii)

- (a) An employee required by her or his employer to be on call otherwise than as provided for in paragraph (b) of this subclause shall be paid the sum set out in Item 3 of Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (b) An employee required to be on call on rostered days off in accordance with paragraph (b) of subclause (xv) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum set out in Item 4 of Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (c) An employee who is directed to remain on call during a meal break shall be paid the sum set out in Item 5 of Table 2, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in paragraph (a) of subclause (ii) of this clause.
- (d) Where an employee on remote call leaves the facility and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred, provided that where an employee uses a motor car in those circumstances the allowance payable shall be calculated utilising the rate per kilometre in Item 6 of Table 2.
- (e) This subclause shall not apply to a Director of Nursing, subsidiary nursing home Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.

(iii) Where an employee is called upon and agrees to use his or her own private vehicle for official business, payment of an allowance shall be made by utilising the rate per kilometre in Item 6 of Table 2. This subclause shall apply to all employees.

**10A. Continuing Education Allowance**

- (i) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (ii) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (iii) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (iv) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (v) An RN or EN holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (vi) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (vii) An RN who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 1 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (viii) An RN who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 2 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (ix) An RN who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 3 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (x) An EN who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the EN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 4 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (xi) The allowances set out in sub-clauses (vii), (viii), (ix) and (x) hereof are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (xii) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (xiii) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this award.
- (xiv) Where a disagreement or dispute arises concerning the eligibility of an employee for payment of a continuing education allowance, and such disagreement or dispute is not resolved by the process set out in sub-clauses (i) and (ii) of clause 44, Resolution of Disputes, negotiations between the employer and the Association must occur prior to referral to the Industrial Relations Commission for determination.



### 11. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause, persons employed in facilities in places situated upon or to the west of a line drawn as herein specified shall be paid the sum per week as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows:

Commencing at Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in facilities in places situated upon or to the west of a line drawn as herein specified shall be paid the sum per week as set out in Item 8 of the said Table 2 in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence to the following towns in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) Except for the computation of overtime, the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 hours.

### 12. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

Afternoon shift commencing at 10.00 a.m. and before 1.00 pm	10 per cent.
Afternoon shift commencing at 1.00 p.m. and before 4.00 pm	12.5 per cent.
Night shift commencing at 4.00 p.m. and before 4.00 am	15 per cent.
Night shift commencing at 4.00 a.m. and before 6.00 am	10 per cent.

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentages addition by reason of the fact that an employee works less than 38 hours per week, but shall include amounts payable under clause 6, Salaries, subclauses (i) and (ii) of clause 10, Special Allowances, and subclauses (i) and (ii) of clause 11, Climatic and Isolation Allowance.

- (iii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means - a shift which commences at or after 6.00 a.m. and before 10.00 a.m.

"Afternoon shift" - means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means - a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 21, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 22, Annual Leave.

### **13. Expense Allowance for Directors of Nursing**

- (i) The Director of Nursing shall be paid the appropriate sum as set out in Item 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, according to the adjusted daily average of the facility.

Payment equal to one quarter of the annual amount is to be made at the end of each three month period subsequent to appointment as Director of Nursing or Subsidiary Nursing Home Director of Nursing in a particular nursing home.

- (ii) Provided that this clause shall only apply to persons employed as at 12 December 1994 in nursing homes conducted by members of the Aged & Community Services Association of NSW & ACT Incorporated.

### **14. Telephone Allowance**

- (i) If an employee is required, for the purpose of his/her employment, to be on call on a regular basis or where an employee is required by his/her employer to have a telephone installed for the purpose of his/her employment, the employer shall be responsible for the following payments:

- (a) Where the employee already has a telephone installed:

- (i) three-quarters of the cost of rental of the telephone;
- (ii) the cost of all official trunk line calls.

- (b) Where the employee does not have the telephone installed:

- (i) the cost of installation of the telephone;
- (ii) three-quarters of the cost of rental of the telephone;
- (iii) the cost of all official trunk line calls.

- (ii) Provided that this clause shall not apply to persons employed in facilities conducted by members of the Aged & Community Services Association of NSW. & ACT Incorporated.

### **15. Public Holidays**

- (i) The following days shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day or part thereof proclaimed and observed as a public holiday within the area in which the facility is situated. All five-day workers shall be allowed every public holiday prescribed by this subclause without loss of pay.
- (ii) In addition to those public holidays prescribed in subclause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the employer following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

(iii)

- (a) A full time employee who is covered by paragraph (b) of subclause (i) of clause 22, Annual Leave, and who is required to and does work on a public holiday prescribed by subclauses (i) and (ii) of this clause shall have one day or one half day, as appropriate, added to his/her period of annual leave and shall be paid at the rate of time and one-half for the time actually worked.

Such payment is in lieu of any additional rate for work or weekend work which would otherwise be payable had the day shift not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to his/her ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours' work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (b) Where a public holiday falls on a rostered day off of a full-time shift worker as defined in clause 1, Definitions, who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of clause 22, Annual Leave, such shift worker shall be paid one day's pay in addition to the weekly rate or, if the employee so elects, shall have one day added to the period of annual leave prescribed by the said paragraph (b) of subclause (i) of the said clause 22.
- (c) For the purposes of this subclause, the hourly rate of pay shall be calculated on the basis of one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in clause 6, Salaries.
- (iv) Employees engaged upon a seven-day shift roster and who are required to work on any public holiday prescribed by subclause (i) of this clause shall be paid, in addition to their ordinary pay for that day, an allowance of 50 per cent of their ordinary day's pay for work performed within ordinary hours and double time and a half for all time worked outside ordinary hours.

#### **16. Uniform and Laundry Allowance**

- (i) Subject to subclause (iii) of this clause, sufficient suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket, shall be supplied free of cost to each employee required to wear a uniform or part of a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.

(iii)

- (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum per week set in Item 10 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates for uniforms and the sum per week set out in Item 11 of the said Table 2 for shoes.
- (b) In lieu of supplying a cardigan or jacket to an employee, an employer shall pay the said employee the sum per week set out in Item 12 of Table 2.
- (c) In lieu of supplying stockings to a female employee, an employer shall pay the said employee the sum per week set out in Item 13 of Table 2.
- (d) In lieu of supplying socks to an employee, the employer shall pay the said employee the sum per week set out in Item 14 of Table 2.

- (iv) If, in any facility, the uniforms of an employee are not laundered at the expense of the facility, the sum per week set out in Item 15 of Table 2 shall be paid to the said employee. Provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (v) Where the employer requires any employee to wear headwear, the facility shall provide headwear free of charge to the employee.
- (vi) The allowances referred to in subclause (iii) are also payable during any period of paid leave.

#### **17. Higher Grade Duty**

- (i) Subject to subclauses (ii), (iii) and (iv) of this clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which he/she so acts the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) of this clause shall not apply where the employee of the higher classification is off duty pursuant to clause 3, Hours of Work and Free Time of Directors of Nursing, except insofar as a Director of Nursing accumulates days off for a continuous period of one week or more; nor when an employee in a higher grade is absent from duty by reason of his/her additional day off duty as a consequence of working a 38 hour week.
- (iii) Further, the provisions of subclause (i) of this clause shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than pursuant to the said clause 3.
- (iv) Subject to subclauses (ii) and (iii) above, the provisions of subclause (i) shall not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less

#### **18. Overtime**

- (i) Employees shall work reasonable overtime when required by the employer.
- (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 facility;
  - (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.
- (iv) This subclause is subject to subclause (x) below.
  - (a) Subject to paragraph (b) of this subclause, all time worked by employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.

- (b) All time worked by employees pursuant to Part I of clause 21, Part-time, Casual and Temporary Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (v) The ordinary hours of work for Directors of Nursing shall be 38 per week and shall not, without payment of overtime at the rate of time and one-half, exceed:
- (a) 43 hours in any week; or
  - (b) 86 hours in any fortnight; or
  - (c) 129 hours in any 21 consecutive days; or
  - (d) 172 hours in any 28 consecutive days.
- (vi) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked, provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part I of clause 21, Part-time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time shall be counted as time worked.
- (viii) The meals referred to in subclauses (vi) and (vii) of this clause shall be allowed to the employee free of charge. Where the facility is unable to provide such meals, the sum per meal set out Item 16 of Table 2 shall be paid to the employee concerned.
- (ix) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 2, Hours of Work and Free Time of Employees other than Directors of Nursing, shall apply.
- (x) Employees who work so much overtime:
- (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday or a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the next ordinary day or shift,

shall, subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty, they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (xi) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty; provided that this subclause does not apply to a Director of Nursing.
- (xii) By agreement between the employee and employer, an employee may be compensated by way of time off in lieu of payment of overtime on the following basis:
  - (a) Time off in lieu of overtime must be taken at ordinary rates within three months of it being accrued.
  - (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Nurses cannot be compelled to take time off in lieu of overtime.
  - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of the quality of service that would otherwise have been provided had the overtime been worked, is in fact provided.
  - (e) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.

#### **19. Payment and Particulars of Salaries**

- (i) All salaries and other payments shall be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer. Provided further that, for the purpose of adjustments of wages related to variations in the basic wage, the pay period shall be deemed to be weekly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by facilities in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions; but in such cases facilities shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 36, Termination of Employment, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any moneys 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.

- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars, namely: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid, the amount of the deductions made from the total earnings and the nature thereof.

## 20. Proportion

Except in cases of emergency, not more than four enrolled nurses and/or assistants in nursing to each registered nurse shall be employed in a facility and for this purpose a Director of Nursing who is a registered nurse shall count; provided that the proportions specified by this clause may be altered in respect of any particular facility by agreement between the facility concerned and the New South Wales Nurses' Association.

### 21. Part-Time, Casual and Temporary Employees

#### PART I - PERMANENT PART-TIME EMPLOYEES

- (i) A permanent part-time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full-time employee. By agreement between employer and employee, the specified number of hours may be balanced over a week and/or a fortnightly period, provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave, long service leave and sick leave. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week on, week off" basis in accordance with this subclause.
- (ii) Employees engaged under Part I of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 6, Salaries, and where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause 10, Special Allowances, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 16, Uniform and Laundry Allowance, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 2, Hours of Work and Free Time of Employees Other than Directors of Nursing.
- (iii) Four weeks annual leave on ordinary pay is to be granted on completion of each 12 months' service. The provisions of subclauses (iii) to (ix) of clause 22, Annual Leave, and clause 23, Annual Leave Loading, shall apply to employees engaged under this Part of this clause. The remaining provisions of the said clause 22 shall not apply.

Where an employee has any period of permanent part-time employment during any 12 month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38.

- (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to his/her ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
- (v) To the leave prescribed by subclause (iii) of this Part of this clause there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vi) For the purpose of this Part of this clause, the following are to be public holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.

- (vii) In addition to those public holidays prescribed in subclause (vi) of this Part I of this clause, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is agreed upon by the Association and the Aged & Community Services Association of NSW & ACT Incorporated and the Australian Nursing Homes and Extended Care Association (New South Wales). The foregoing does not apply in areas where, in each year:
- (a) a day in addition to the ten named public holidays specified in subclause (vi) of this Part of this clause are proclaimed and observed as a public holiday; or
  - (b) two half days in addition to the ten named public holidays specified in the said subclause (vi) are proclaimed and observed as half public holidays.
- (viii) In areas where in each year one half day in addition to the ten named public holidays specified in the said subclause (vi) is proclaimed and observed as a half public holiday, for the purposes of this award the whole day is to be regarded and observed as a public holiday, and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
- (ix) Employees engaged under this Part of this clause shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

## PART II - CASUAL EMPLOYEES

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 6, Salaries, and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause 10, Special Allowances, plus ten per cent thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 16, Uniform and Laundry Allowance.
- (iii) With respect to a casual employee, the provisions of clause 3, Hours of Work and Free Time of Directors of Nursing; clause 5, Rosters; clause 13, Expense Allowance for Directors of Nursing; clause 18, Overtime; clause 22, Annual Leave; clause 23, Annual Leave Loading; clause 24, Sick Leave; clause 25, Long Service Leave; clause 26, Compassionate Leave; clause 32, Deputy Director of Nursing and Assistant Director of Nursing; clause 34, Fares and Expenses, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 2, Hours of Work and Free Time of Employees Other than Directors of Nursing.
- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) For the entitlement to payment in respect of long service leave, see *Long Service Leave Act 1955*.
- (vi) A casual employee who is required to and does work on a public holiday as defined in subclauses (i) and (ii) of clause 15, Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half, such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid, in addition, the allowance of ten per cent prescribed in subclause (ii) of this Part in respect of such work.

## PART III - TEMPORARY EMPLOYEES

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times



- (ii) A temporary employee shall be paid, in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to ten per cent of the rates prescribed for his or her classification by clause 6, Salaries, provided that this subclause shall cease to apply upon:
  - (a) the said period of engagement being extended after the said period of 13 weeks;
  - (b) the employer and the employee agreeing during the said period of 13 weeks that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.

## 22. Annual Leave

- (i) Annual leave on full pay is to be granted on completion of each 12 months service as follows:
  - (a) Employees required to work on a seven-day basis - six weeks annual leave.
  - (b) All other employees - four weeks annual leave.
- (ii)
  - (a) An employee to whom paragraph (a) of subclause (i) of this clause applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
  - (b) To the leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday, not being one of the ten specifically named public holidays prescribed by subclause (i) of clause 15, Public Holidays (or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
  - (c) To the leave prescribed by paragraph (b) of subclause (i) of this clause there shall be added one working day or one half working day for each public holiday or half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a full-time shift worker the provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.
- (iii)
  - (a) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due or, if the employee has not previously had annual leave, since the commencement of employment.
  - (b) Credit of time towards an allocated day off duty shall not accrue when an employee is absent in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with paragraph (b) of subclause (ii) of this clause and paragraph (a) of subclause (iii) of clause 15, Public Holidays.
- (iv) Annual leave shall be given and taken either in one consecutive period or two periods or, if the employer and employee so agree, in either three or four separate periods but not otherwise. Provided that no employee shall be compelled to take annual leave in periods of less than one week in place of any other leave provided for by this award.

(v)

- (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
- (b) Nothing in this subclause shall prevent an employer by agreement with the employee from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
- (c) The employer shall give each employee, where practicable, three months notice of the date upon which he or she shall enter upon leave and, in any event, such notice shall not be less than 28 days.

(vi)

- (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award. Where an employee has any period of permanent part-time employment during any 12-month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38.
- (b) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days while on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (ix) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Provided that the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) of this clause and subclause (ii) of clause 15, Public Holidays.

(vii) Except as provided in subclauses (viii) and (ix) of this clause, payment for annual leave shall not be made or accepted in lieu of annual leave.

(viii) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one-twelfth (6/46 in respect of employees rostered to work on a seven-day basis) of his or her ordinary pay for that period of employment, together with payment for any days added to annual leave in accordance with subclause (iii) of the said clause 15.

(ix)

- (a) In addition to the leave prescribed by subclause (i) of this clause, employees who work their ordinary hours on Sundays and/or public holidays prescribed by clause 15 are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes -

4 to 10	1 day's additional annual leave
11 to 17	2 days additional annual leave
18 to 24	3 days additional annual leave
25 to 31	4 days additional annual leave
32 or more	5 days additional annual leave

Provided that an employee may elect to be paid when proceeding on annual leave an amount equivalent to the value of his or 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.

- (b) On termination of employment, employees are to be paid for any untaken annual leave due under this subclause, together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause, together with payment for any untaken annual leave due in accordance with subclause (viii) of this clause.
- (c) Permanent part-time employees shall be entitled to the benefits of this subclause in the same proportion as their average weekly hours of work bear to full-time hours.

### **23. Annual Leave Loading**

- (i) Before an employee is given and takes his or her annual holiday or where, by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.
- (ii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under paragraph (b) of subclause (i) and paragraph (c) of subclause (ii) of clause 22, Annual Leave, or in the case of permanent part-time employees, for the period of holiday given and taken and due to the employee in accordance with the provisions of the *Annual Holidays Act, 1944*.
- (iii) The loading is the amount payable for the period or the separate periods, as the case may be, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, together with any allowances prescribed by subclauses (i) and (ii) of clause 10, Special Allowances.
- (iv) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the said clause 22 to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iii) of this clause, applying the award rates and wages payable on that day.
- (v)
  - (a) When the employment of an employee is terminated by the employer for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, he/she shall be paid a loading calculated in accordance with subclause (iii) of this clause for the period not taken.
  - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.
- (vi) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if she/he had not been on holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

### **24. Sick Leave**

- (i) Subject to the following limitations and conditions, an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service, less any sick leave on full pay already taken.

- (a) An employee during his/her first year of employment with an employer shall be entitled to sick leave at the rate of 7.6 hours at the end of each of the first five months continuous service. Upon completion of six months continuous service the employee shall be entitled to a further 38 hours sick leave. For the purpose of this subclause, where service is continuous, each new entitlement will accrue at the monthly anniversary date of the commencement of employment, i.e., a person starting on 6 March would be entitled to their first 7.6 hours on 6 April.
  - (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.
  - (c) All periods of sickness shall be certified to by the Director of Nursing of the facility or by the employee's own legally qualified medical practitioner. The employer may dispense with the requirements of a medical certificate when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
  - (d) Each employee shall notify her/his employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the employer of the estimated duration of the absence.
  - (e) For the purpose of determining a full-time employee's sick leave credit as at 19 September 1986, sick leave entitlement shall be proportioned on the basis of 76:80.
- (ii) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the 14 days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
  - (iii) For the purpose of this clause, "service" means - service in the employment of an employer.
  - (iv) For the purpose of this clause, continuity of service in the employment shall not be broken by:
    - (a) absences from such employment on account of illness;
    - (b) absences from such employment for the purposes of pursuing a post-graduate course in nursing (i.e. a course which results in obtaining a certificate, diploma or qualifications whether in Australia or elsewhere) and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course before returning to Australia and a period of one month after returning to Australia, provided that subclauses (iii) and (iv) shall only apply to persons employed in facilities conducted by members of the Aged & Community Services Association of NSW & ACT Incorporated.
  - (v) Permanent Part-time Employees - A permanent part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of commencement of employment, whichever is the lesser, bears to 38 ordinary hours. Such entitlements shall be subject to all the above conditions applying to full-time employees.
  - (vi) With respect to an employee who is eligible for sick leave and who produces a satisfactory medical certificate to the effect that he/she has been incapacitated for a period of at least one week's duration while on annual leave, the employer may re-credit such employee with an equivalent period of annual leave, provided that no such re-crediting shall be granted to an employee on leave prior to retirement, resignation or termination of services and provided further the employer is satisfied on the circumstances and the nature of the incapacity.

- (vii) Subject to the provision of a satisfactory medical certificate and sick leave being due, extended or long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of extended or long service leave; provided that the period of leave does not occur prior to retirement, resignation or termination of services.

### 25. Long Service Leave

- (i) For long service leave falling due prior to 20 February 1981, see *Long Service Leave Act 1955*.
- (ii) For long service leave falling due after 20 February 1981, the following provisions shall apply:
- (a)

- (1) Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.

Such leave shall be taken at a time to be mutually arranged between the employer and the employee as soon as practicable after each period of leave falls due, having regard to the reasonable preferences of each party. Where required by the employer, the term "as soon as practicable" shall mean that leave is taken by the employee within 12 months of the date that the leave falls due. The leave is to be taken in one continuous period unless the employer and employee agree otherwise.

Notwithstanding anything contained elsewhere in this clause, an employer and an employee may mutually agree that the taking of the leave be deferred beyond the initial twelve months referred to above. In such a case the employer and employee may agree that the employee shall be paid for that leave at the rate of pay applicable at the time of the agreement to further postpone the leave, and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.

- (2) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled to long service leave as follows:

For the first five years' service - one month.

For the next ten years' service - a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.

For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

- (b) Subject to subclause (a) of this clause, where an employee has acquired a right to long service leave, then:
- (1) If, before such leave has been entered upon, the employment of such employee has been terminated, such employee shall be entitled to receive the monetary value of the leave to which such employee has become entitled, computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
- (2) If such employee dies before entering upon such extended leave, or if, after having entered upon the same, dies before its termination, his/her widow/widower or, in the case of a widow/widower leaving children, his/her children or their guardians or other dependent relatives or their legal representatives, shall be entitled to receive the monetary

value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.

- (c) For the purpose of this clause:
- (1) Continuous service in the same facility prior to the coming into force of this award shall be taken into account.
  - (2) One month equals four and one-third weeks.
  - (3) Continuous service shall be deemed not to have been broken by:
    - (A) absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
    - (B) any period of absence on leave without pay not exceeding six months.
- (d) Where any employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave shall be debited against the amount of leave due under this award.
- (e) Except where the total actual service is less than five years -
- (1) all service in facilities to which subclause (i) of clause 11, Climatic and Isolation Allowance, applies shall be counted as one and one-half times the actual time served;
  - (2) all service in a facility to which subclause (ii) of the said clause 11 applies shall be counted as twice the actual time served.
- (f) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraphs (a) and (e) of this subclause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38.
- (g) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.

## 26. Compassionate Leave

- (i) In general, compassionate leave with pay should be granted only in extraordinary or emergent circumstances where a member of the staff of a facility is forced to absent himself/herself from duty because of urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.
- (ii) Any absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee rather than the employer to make good, should be covered by the grant of leave without pay or, if the employee so desires, charged against his/her annual leave credit.
- (iii) The following basic principles should be kept in mind when dealing with applications:
  - (a)
    - (i) An employee, other than a casual employee, shall be entitled to a maximum of two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subparagraph (iii) of this paragraph. Provided that, where the employee is

- involved in funeral arrangements, travelling, etc., leave may be allowed for up to three days.
- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
  - (iii) Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 27, Personal/Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
  - (iv) An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
  - (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 27. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (b) Illnesses in the family - Except in very special circumstances, leave with pay should be limited to one day which, as a general rule, would prove sufficient time to meet the immediate emergency and allow the employee to make any other arrangements necessary. It would be expected that no one but the employee would be available to care for the sick member of the family.
- (iv) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, e.g., floods and bushfires, which clearly prevent attendance for duty.
- (v) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year.
- (vi) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in 26(iii)(a)(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 27(1)(c)(ii) of clause 27, Personal/Carer's Leave.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (vii) The provisions of this clause will have no application to employees of bodies established by the Catholic Church to propagate religion.

#### **26A. Parental Leave**

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

(4) Communication during parental leave

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

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

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



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

## **27. Personal/Carer's Leave**

### (1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 27(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 24, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (b) The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care and support of the person concerned; and

- (ii) the person concerned being:

- (A) a spouse of the employee; or
- (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
  - (1) "relative" means - a person related by blood, marriage or affinity;
  - (2) "affinity" means - a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (3) "household" means - a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the

employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 44, Resolution of Disputes, should be followed.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 27(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(4) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of subclause (xii) of clause 18, Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-up Time

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

- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Additional Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (7) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 27(1)(b) and 27(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 27(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (8) The provisions of this clause will have no application to employees of bodies established by the Catholic Church to propagate religion.

## 28. Staff Amenities

- (i)
  - (a) The employer shall provide for the use of employees:
    - (1) toilet facilities; provided that this provision shall not apply to a facility the registered number of beds of which is less than nine;
    - (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee.
  - (b) An employer shall provide for employees morning and afternoon tea, supper and early morning tea (which shall include tea or coffee, together with milk and sugar).
  - (c) Where an employee requests, the employer shall provide an employee with meals of a reasonable standard. The employer may make a charge, provided that the charge for breakfast shall be the sum set out in Item 17 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and the sum set out in Item 18 of the said Table 2 for other meals.

- (ii) The charges referred to in subclause (i) of this clause are to be adjusted in accordance with the movement in wage rates following State Wage Case decisions. The employers are entitled to set prices for meals at a level to cover labour and ingredient costs (not indirect costs).

### **29. Labour Flexibility**

- (i) Nurses shall not be required to perform as a matter of routine duties: washing, sweeping, polishing and/or dusting of floors, walls, windows, corridors, annexes, bathrooms or verandas, except in an emergency.
- (ii) Nothing in subclause (i) of this clause shall preclude the employment of nurses in the washing of beds, bedspreads, mattresses, bedside tables or the like, following the discharge of a patient suffering a notifiable infectious disease.
- (iii) Nothing in subclause (i) of this clause shall preclude any nurse from being required to perform all or any of the specified duties, at any time when domestic staff is not available to perform them; provided that the employer has made all reasonable efforts to obtain domestic staff.
- (iv) Subject to subclause (i) of this clause, an employer may direct a nurse to carry out such duties as are within the limits of the nurse's skill, competence and training. Such duties may include work which is incidental or peripheral to the nurse's main tasks, provided that such duties are not designed to promote deskilling.

Any employer may direct a nurse to carry out duties and use such equipment as may be required, provided that the nurse has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for nurses and the employer's duty of care to residents.

- (v) Assistants in Nursing may be employed under this award to perform mixed functions, provided that:
  - (a) The primary duties performed by the Assistant in Nursing, being the delivery of direct care to residents, occupy no less than the majority of the hours for which they are employed in any 28 day cycle.
  - (b) The Assistant in Nursing shall be paid at the appropriate rate for an Assistant in Nursing for all work performed for their employer in that classification.
  - (c) An Assistant in Nursing shall not be required to perform mixed functions where the employer does not provide adequate staff to ensure that the level of the quality of the service that would have otherwise been provided if the Assistant in Nursing did not perform mixed functions, is in fact provided.
  - (d) Subject to paragraph (a) of this subclause, an Assistant in Nursing may perform duties associated with a resident's well being and comfort, including functions of a laundry, kitchen or other personal support nature.

### **30. Medical Examination of Nurses**

On commencement of employment the employee shall be notified of the availability of the following provisions, which the employer shall provide at the request of the employee:

- (i) For protection against tuberculosis:
  - (a) Before a nurse commences duty, a PA chest x-ray examination of the nurse, unless a radiologist's report of a normal chest x-ray taken within the previous six months is available.
  - (b) As soon as practicable after the nurse commences duty, a Mantoux test on the nurse, then -

- (i) where the Mantoux test is negative, immunisation with BCG vaccine;
  - (ii) where the Mantoux test is positive (otherwise than as a result of BCG vaccination), referral to a chest clinic for assessment.
- (c) A Mantoux test annually to -
- (i) previously Mantoux-negative nursing staff;
  - (ii) nursing staff whose Mantoux reaction has been converted by BCG vaccination.
- (d) A chest x-ray annually to nursing staff whose Mantoux reaction is positive (otherwise than as a result of BCG vaccination).
- (e) Where a nurse has been caring for open tuberculosis cases, a PA chest x-ray examination of the nurse one year after completion of employment.
- (ii) For protection against other communicable diseases:
- (a) where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
  - (b) booster immunisation against tetanus at ten-year intervals;
  - (c) a rubella antibody test and, where a nurse has a negative result, rubella immunisation.
- (iii) For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.
- (iv) The costs involved in the various screening and protection procedures should be borne by the employer.

### **31. Escort Duty**

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this award. Where applicable, overtime shall be payable.
- (ii) All reasonable out-of-pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such, even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties -
  - (a) Periods in hotel/motel accommodation or waiting for transport shall not be counted as working time.
  - (b) Periods in travelling shall count as working time.

### **32. Deputy Director of Nursing and Assistant Director of Nursing**

- (i) Subject to subclause (ii) of this clause, the following appointments shall be made in nursing homes with daily averages of occupied beds as specified hereunder:

Less than 150 beds - a Deputy Director of Nursing.

150 beds and over - a Deputy Director of Nursing and Assistant Director of Nursing.

- (ii) There is no requirement to appoint a Deputy Director of Nursing in nursing homes of 40 beds and under in the following circumstances:
  - (a) the registered nurses at the nursing home are all given the same duties and no registered nurse is delegated Deputy Director of Nursing duties; and
  - (b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.

Provided that no Deputy Director of Nursing employed as at 16 December 1994 shall be dismissed or demoted from that position as a result of the implementation of this subclause.

- (iii) Where a decision is made, pursuant to subclause (ii) of this clause, not to appoint a Deputy Director of Nursing, the employer shall notify the Association in writing of that decision within 14 days and must certify that the requirements of paragraphs (a) and (b) of subclause (ii) have been met.
- (iv) In the event of a dispute arising as to the operation of this clause, the procedures set out in clause 44, Resolution of Disputes, shall be followed.
- (v) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the general nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the nursing home shall be deemed to be appointed until such time as another appointment is made by the nursing home.
- (vi) This clause shall not apply to a nursing home using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.
- (vii) This clause shall not apply to a nursing home which is owned by two or more registered nurses who are actively engaged as Directors of Nursing in the running of the nursing home.

### **33. Nursing Unit Managers**

No person appointed to any level of the former classification of Nursing Unit Manager as at 1 March 1999 shall be dismissed or demoted as a result of the deletion of that classification from this award. Provided that the salary rates appearing under that classification in Table 1 - Salaries, of Part B, Monetary Rates, are to be payable, on a strictly personal basis, only to those persons appointed to such positions as at 1 March 1999.

### **34. Fares and Expenses**

- (i) An employee required to travel in the performance of duty shall be reimbursed first class fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.
- (ii)
  - (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres.
  - (b) An employee who is engaged for an indefinite period, and who is dismissed within six months for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement, provided that the distance of normal travel there from to the employment exceeds 40 kilometres, and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination, whichever is the cheaper.

- (iii) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement, provided that the distance of normal travel there from to the employment exceeds 40 kilometres, and shall also be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (iv) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.
- (v) An employee who claims reimbursement of fares pursuant to this clause shall furnish to the employer, if so required, satisfactory proof that he or she has not received from another employer reimbursement in respect of those fares.

### **35. Registration Or Enrolment Pending**

- (i) A registered nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse; provided that she or he makes application for registration within seven days after being so notified.
- (ii) He or she shall notify the employer as soon as possible after he or she has applied.

### **36. Termination of Employment**

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by notice as prescribed by the *Australian Workplace Relations Act 1996* (Commonwealth) or by the payment of salary in lieu thereof in the case of an employee other than a Director of Nursing and by 28 days notice or as prescribed by the *Australian Workplace Relations Act 1996* (Commonwealth), whichever is the greater, or by the payment of salary in lieu thereof in the case of a Director of Nursing, except that where the employment of a Director of Nursing is terminated within 13 weeks of her/his engagement, there shall be given 14 days notice or the payment of 14 days salary in lieu thereof.
- (ii) No employee shall, without the consent of the employer, resign without having given seven days' notice (or, in the case of a Director of Nursing, 28 days' notice) of the intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee other than the Director of Nursing forfeit more than seven days' pay and the Director of Nursing more than 28 days' pay at the rates prescribed for his or her classification by clause 6, Salaries.
- (iii) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed. In addition, an employer shall provide to Assistants in Nursing a statement of in-service training and/or education which the employee has undertaken.
- (iv) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid for such accrued time as ordinary rate of pay upon termination.

### **37. Award Benefits to be Continuous**

- (i) In the event of any change of ownership, licensee or management of any facility covered by this award, all employee rights and benefits provided by this award shall continue as if no such change in ownership, licensee or management had taken place, and no employee shall be dismissed for the reason of such change.

Where such changes do occur, no employee shall be paid out for accrued annual leave, long service leave or any other benefits, but such benefits shall be continuous.

- (ii) No employee, full-time or part-time, shall have their employment terminated or be required to take leave without pay where such termination or leave is used to avoid the requirements of any Act or to avoid payment of any rights or benefits provided by this award.

### 38. Special Provisions Relating to Trainee Enrolled Nurses

- (i) Where a trainee enrolled nurse has transferred from one training school to another, the time allowed by the Board in the first training school shall be counted in computing salary.
- (ii) A trainee enrolled nurse, who is absent from training for not more than two weeks, exclusive of annual leave, in any period of 12 months training shall, for the purpose of annual increase in salary under clause 6, Salaries, be deemed to have completed the particular year of training 12 calendar months after the commencement thereof notwithstanding such absence, but if absent for more than the aforesaid time in any such period, the particular year of training shall not be deemed to have been completed until the employee has served the actual period of excess of such time.

### 39. Trainee Enrolled Nurse

- (a) Objective:

The objective of this clause is to assist with the establishment of a system of traineeships for Trainee Enrolled Nurses, which provides approved training in conjunction with employment and which is to be at the same AQF level as the existing Certificate IV course.

- (b) Application:

- (i) This clause applies only to the employment of Trainee Enrolled Nurses undertaking Certificate IV in Nursing whilst performing the duties of a Trainee Enrolled Nurse.

- (ii) The system is neither designed nor intended for those who are already trained and job ready.

- (c) Definitions:

"Structured Training" means - training which is specified in the Training Plan, which is part of the Training Contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority.

"Trainee" is an individual who is signatory to a Training Contract registered with the relevant NSW Training Authority and is involved in paid work and structured training both on and off the job. A trainee can be full time, part time or school-based.

"Traineeship" means - a system of training, which has been approved by the relevant NSW Training Authority, and includes full time traineeships and part time traineeships including school-based traineeships.

"Training Contract" means - a contract entered into for the purposes of establishing a Traineeship under the *Apprenticeship and Traineeship Act 2001* (NSW).

"Training Plan" means - a programme of training which forms part of a Training Contract registered with the relevant NSW Training Authority.

"Relevant NSW Training Authority" means - the Department of Education, or successor organisation.

"School Based Trainee Enrolled Nurse" is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a Traineeship which forms part of a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority, NSW Board of Studies and NSW Nurses Registration Board as such.



## (d) Training Conditions

- (i) The employer shall provide a level of registered nurse supervision during the traineeship period in accordance with the training contract.
- (ii) Trainee Enrolled Nurses will not be required to perform the duties of registered or enrolled nurses in the event of absenteeism. In the event that a registered or enrolled nurse needs to be replaced, existing staff including casuals will be offered the shift, or agency staff will be used.
- (iii) The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority. Training records or work books may be utilised as part of this monitoring process.
- (iv) A Traineeship shall not commence until the relevant Training Contract has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority.

## (e) Full Time, Part Time Traineeships

A full time Trainee Enrolled Nurse shall be engaged as a full-time employee for a maximum of one year's duration.

A part time Trainee Enrolled Nurse shall be engaged as a part time employee for a maximum of two years' duration.

A Trainee Enrolled Nurse who undertakes a Traineeship on a part-time basis works less than full-time ordinary hours, and shall undertake the approved training at the same or lesser training time than a full-time trainee.

## (f) Employment Conditions

- (i) A Trainee Enrolled Nurse shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (ii) By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training. Any agreement to vary shall be in accordance with the relevant Traineeship.
- (iii) Where the trainee completes the qualification in the Training Contract earlier than the time specified in the Training Contract then the Traineeship may be concluded by mutual agreement.
- (iv) A traineeship shall not be terminated before its conclusion except in accordance with the *Apprenticeship and Traineeship Act 2001*(NSW) or by mutual agreement.
- (v) An employer who chooses not to continue the employment of a Trainee upon the completion of the Traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.
- (vi) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend training in accordance with the Traineeship Agreement.
- (vii) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such employment period shall be counted as service for the purposes of this Award or any other legislative entitlement.
- (viii) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training programme is successfully completed.
  - A. No Trainee Enrolled Nurses shall work overtime or shiftwork unless under the direct supervision of a registered nurse.

- B. No Trainee Enrolled Nurse shall work shiftwork unless the parties to a Traineeship agree that such shiftwork makes satisfactory provision for structured training.
  - C. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainee Enrolled Nurses.
  - D. No Trainee Enrolled Nurse shall be rostered to work a shift any less than 8 hours prior to attending off the job training requirements, or any less than 8 hours after having completed off the job training requirements.
- (ix) The Trainee Enrolled Nurse wages shall be in accordance with Table 1 - Salaries, of Part B, Monetary Rates and shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award.
  - (x) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments
  - (xi) All the terms and conditions of this award or former industrial agreements that are applicable to the Trainee Enrolled Nurse shall apply unless specifically varied by this clause.

#### **40. Right of Entry**

See Part 7 of Chapter 5 of the *Industrial Relations Act* 1996.

#### **41. Lifting Weights**

Where a weight of 57 kilograms or more is to be lifted or carried, no person shall be allowed or required to lift or carry the weight on his or her own and the weight shall be lifted or carried by two or more persons or a machine.

Provided that this clause shall only apply to persons employed in facilities conducted by members of the Aged & Community Services Association of NSW. & ACT Incorporated.

#### **42. Attendance at Meetings and Fire Drills**

- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g., fire drill and evacuation procedures), contained from time to time within the *Nursing Homes Act* 1988 and the regulations made there under, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. Such time spent in attendance shall not be viewed as overtime for the purposes of this award.
- (ii) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this award.
- (iii) For the purposes of this clause, "ordinary rate" shall include amounts payable under clause 6, Salaries, subclauses (i) and (ii) of clause 10, Special Allowances, and clause 11, Climatic and Isolation Allowance, plus, where appropriate, the ten per cent loading prescribed in clause 21, Part-time, Casual and Temporary Employees, for employees engaged otherwise than as a full-time or permanent part-time employee.

#### **43. Training for Nurses**

- (i) Each employer shall provide a minimum of 12 hours of in-service training per annum to Assistants in Nursing.

- (ii) Each employer may make training available to nurses other than Assistants in Nursing.
- (iii) Each employee shall provide to their employer details of their attendance at in-service training and the employer shall keep a record of this attendance.
- (iv) Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of in-service training attended by the employee.
- (v) Where practicable, such training shall be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
  - (a) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer.
  - (b) An employer shall provide employees with two weeks notice of the requirement to attend training outside of their normal rostered working hours.
  - (c) Notwithstanding clause 18, Overtime, attendance at such training shall be paid at ordinary rates.
  - (d) Notwithstanding subclause (iv) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, attendance at such in-service training outside the normal rostered working time of an employee shall not affect the ordinary rate paid to the employee during normal rostered working time.

#### **44. Resolution of Disputes**

- (i) With a view to an amicable and speedy settlement of all disputes which cannot be resolved between the employees or their representatives and the supervising staff, such dispute shall be referred to the management of the facility, who will arrange for the matter to be discussed with the employee concerned and a representative or representatives of the Association.
- (ii) Failing settlement of the issue at this level, the matter shall be submitted to a committee consisting of not more than four members, two of whom shall be appointed by the facility concerned (and for the purpose of this subclause the facility may ask their employer organisation to assist) and two by the Association.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Association reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) This clause shall not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

#### **45. Anti-Discrimination**

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

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

**46. Enterprise Arrangements****PART 1 - PARTIES**

- (i) As part of the Structural Efficiency exercise and as an ongoing process for improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.
- (ii) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:
  - (a) A majority of employees affected genuinely agree.
  - (b) Such arrangement is consistent with the current State Wage Case principles.
- (iii)
  - (a) Before any arrangement requiring variation to the award is signed and processed in accordance with Part 2 of this clause, details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection.
  - (b) When an objection is raised, the parties are to confer in an effort to resolve the issue.

**PART 2 - PROCEDURES TO BE FOLLOWED - SUCH ENTERPRISE  
ARRANGEMENTS SHALL BE PROCESSED AS FOLLOWS**

- (i) All employees will be provided with the current prescriptions (e.g., award, industrial agreement, enterprise agreement or enterprise arrangement) that apply at the place of work.
- (ii)
  - (a) Where an arrangement is agreed between the employer and the employees or their authorised representative at an enterprise, such arrangement shall be committed to writing.  
  
Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement shall be committed to writing.
  - (b) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
- (iii) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.
- (iv) Where an arrangement is objected to in accordance with paragraph (a) of subclause (iii) of Part 1 of this clause and the objection is not resolved, an employer may make application to the Industrial Relations Commission of New South Wales to vary the award to give effect to the arrangement.
- (v) The union and/or the employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (vi) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission to have the arrangement approved and the award varied in the manner specified in subclause (vii). Such applications are to be processed in accordance with the appropriate State Wage Case principles.
- (vii) Where an arrangement is approved by the Industrial Relations Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a schedule to the award.
- (viii) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (ix) No existing employee shall suffer a reduction in entitlement to earnings, award or over award, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

**47. Exemptions**

This award shall not apply to members, novices or aspirants of religious orders in any facility.

**48. Leave Reserved**

- (i) Leave is reserved to the Association to apply with respect to:
  - (a) senior nurse management restructure;
  - (b) three per cent salary increase to apply from the beginning of the first pay period to commence on or after 1 February 1999, subject to satisfactory resolution of the issue set out in subclause (i)(a) of this clause;

- (c) paid maternity, paternity and adoption leave;
  - (d) entitlements for Association Branch officers;
  - (e) continuing education allowance for Assistants in Nursing; and
  - (f) reasonable workloads.
- (ii) Leave is reserved to the Aged & Community Services Association of NSW. & ACT Inc., the Australian Nursing Homes & Extended Care Association (NSW), Australian Business Industrial and the Catholic Commission for Employment Relations to apply with respect to:
- (a) definition of a seven day shift worker;
  - (b) definition of ordinary pay;
  - (c) span of hours; and
  - (d) leave without pay.

#### **49. Secure Employment**

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

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

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

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

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

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

- (i) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Nursing Homes, &c., Nurses' (State) Award published 21 October 2005 (354 I.G. 759), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 August 2008.

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

- (ii) It shall apply to persons engaged in the industry of nursing as defined herein within the State of New South Wales, within the jurisdiction of the Private Hospital, Day Procedure Centre, Nursing Home, &c., Nurses' (State) Industrial Committee, which includes as part of its coverage the following:

Trained nurses, trainees and Assistants in Nursing and all persons employed as nurses in the industry and calling of nursing and employed in or in connection with:

- (a) Nursing Homes as defined as at 1 September 1993 in the Nursing Homes Act 1988.
  - (b) Hostels as defined as at 1 September 1993 in the Aged or Disabled Persons Care Act 1954 (Commonwealth).
- (iii) It shall also apply to persons engaged in the industry of nursing as defined herein who are employed by:
- (a) The Hall of Children, 54 Hall Parade, Hazelbrook New South Wales
  - (b) The Mannix Children's Centre, 144 Memorial Avenue, Liverpool New South Wales
  - (c) Whitehall Children's Home, 75B Marco Avenue, Revesby New South Wales
- (iv) The rates of pay in this award reflect the adjustments that would otherwise be payable under the State Wage Case 2007. These adjustments may be offset against any equivalent overaward payments. The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 7 December 2007.



**PART B**  
**MONETARY RATES**

**Table 1 - Salaries**

Classification	Beginning of FPP to commence on or after 07/12/07 \$
Assistant in Nursing/ Trainee Enrolled Nurse	
Under 18:	
1st year	491.10
2nd year	512.80
Thereafter	533.20
Over 18:	
1st year	576.90
2nd year	594.90
3rd year	612.90
Thereafter	631.30
Enrolled Nurse :	
1st year	704.00
2nd year	718.60
3rd year	733.80
4th year	748.90
Thereafter	764.00
Registered Nurse General, M.R. Psych., Infants, Geriatric, Midwifery	
1st year	795.30
2nd year	837.50
3rd year	879.60
4th year	924.70
5th year	969.50
6th year	1014.40
7th year	1,065.60
8th year	1,108.50
Nursing Unit Manager (personal to current occupants as at 01.03.99)	
Level I	
1st year	1,227.30
2nd year	1,261.40
Level II	1,291.80
Level III	1,325.60
Nurse undergoing pre registration assessment	688.40
Clinical Nurse Specialist	1,153.20
Clinical Nurse Consultant	1,358.40
Clinical Nurse Educator	1,153.20
Nurse Educator	
1st year	1,227.30
2nd year	1,261.40
3rd year	1,291.80
4th year	1,358.40
Senior Nurse Educator	
1st year	1,390.80
2nd year	1,418.80
3rd year	1,465.60

Assistant Director of Nursing	
<150 beds	1,261.40
150-250 beds	1,358.40
250 beds	1,390.80
Deputy Director of Nursing	
Less than 20 beds	1,286.40
20-75 beds	1,319.20
75-100 beds	1,349.30
100-150 beds	1,377.60
150-200 beds	1,418.80
200-250 beds	1,465.60
250-350 beds	1,519.60
350-450 beds	1,573.20
450-750 beds	1,631.00
750+ beds	1,693.30
Director of Nursing	
Less than 25 beds	1,436.30
25- 50 beds	1,519.60
50-75 beds	1,551.80
75-100 beds	1,583.80
100-150 beds	1,628.80
150-200 beds	1,682.60
200-250 beds	1,736.10
250-350 beds	1,800.80
350-450 beds	1,908.20
450-750 beds	2017.70
750+ beds	2143.20
Assistant in Nursing/ Trainee Enrolled Nurse	
Under 18:	
1st year	491.10
2nd year	512.80
Thereafter	533.20
Over 18:	
1st year	576.90
2nd year	594.90
3rd year	612.90
Thereafter	631.30
Enrolled Nurse :	
1st year	704.00
2nd year	718.60
3rd year	733.80
4th year	748.90
Thereafter	764.00
Registered Nurse General, M.R. Psych., Infants, Geriatric, Midwifery	
1st year	795.30
2nd year	837.50
3rd year	879.60
4th year	924.70
5th year	969.50
6th year	1014.40
7th year	1,065.60
8th year	1,108.50
Nursing Unit Manager (personal to current occupants as at 01.03.99)	
Level I	
1st year	1,227.30
2nd year	1,261.40

Level II	1,291.80
Level III	1,325.60
Nurse undergoing pre registration assessment	688.40
Clinical Nurse Specialist	1,153.20
Clinical Nurse Consultant	1,358.40
Clinical Nurse Educator	1,153.20
Nurse Educator	
1st year	1,227.30
2nd year	1,261.40
3rd year	1,291.80
4th year	1,358.40
Senior Nurse Educator	
1st year	1,390.80
2nd year	1,418.80
3rd year	1,465.60
Assistant Director of Nursing	
<150 beds	1,261.40
150-250 beds	1,358.40
250 beds	1,390.80
Deputy Director of Nursing	
Less than 20 beds	1,286.40
20-75 beds	1,319.20
75-100 beds	1,349.30
100-150 beds	1,377.60
150-200 beds	1,418.80
200-250 beds	1,465.60
250-350 beds	1,519.60
350-450 beds	1,573.20
450-750 beds	1,631.00
750+ beds	1,693.30
Director of Nursing	
Less than 25 beds	1,436.30
25- 50 beds	1,519.60
50-75 beds	1,551.80
75-100 beds	1,583.80
100-150 beds	1,628.80
150-200 beds	1,682.60
200-250 beds	1,736.10
250-350 beds	1,800.80
350-450 beds	1,908.20
450-750 beds	2017.70
750+ beds	2143.20

Table 2 - Other Rates and Allowances

Brief Description	Clause No	Beginning FPP commence on or after 07/12/07 \$
In charge of nursing home less than 100 beds	10 (i)(a)	19.70 per shift
In charge of nursing home 100 beds & <150 beds	10 (i)(a)	31.74 per shift
In charge of ward/unit	10 (i)(b)	19.70 per shift
On call	10 (ii)(a)	17.57 per 24 hrs or part thereof
On call on rostered days off	10 (ii)(b)	35.13 per 24 hrs or part thereof

On call during meal break	10 (ii)(c)	9.51 per period
Travelling Allowance	10 (ii)(d) & (iii)	59.74 cents per kilometre
Climatic Allowance	11(i)	3.64 per week
Isolation Allowance	11(ii)	7.04 per week
Expense allowance for DONs	13	
Less than 100 beds		216.00 pa
100-299		432.00 pa
300-499		648.00 pa
Over 500 beds		864.00 pa
Uniform	16(iii)(a)	5.80 per week
Shoes	16(iii)(a)	1.81 per week
Cardigan or Jacket	16(iii)(b)	1.74 per week
Stockings	16(iii)(c)	3.01 per week
Socks	16(iii)(d)	0.59 per week
Laundry	16(iv)	4.84 per week
Meal on overtime	18(viii)	8.54 per meal
Breakfast	28(i)(c)	3.20 per meal
Other Meals	28(i)(c)	5.78 per meal

**Table 3 - Continuing Education Allowances:**

Item No.	Brief Description	Clause No.	Beginning FPP commencing on or after 07/12/07 \$
1	Continuing education allowance: Registered Nurse	10A (vii)	16.54 per week
2	Continuing education allowance: Registered Nurse	10A (viii)	27.56 per week
3	Continuing education allowance:: Registered Nurse	10A(ix)	33.07 per week
4	Continuing education allowance: Enrolled Nurse	10A(x)	11.02 per week

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

(520)

**SERIAL C6784****PASTRYCOOKS, &c. (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 1805 of 2008)

Before Commissioner Tabbaa

3 October 2008

**VARIATION**

1. Delete subclause (b) of clause 7, Wages, of the award published 8 March 2002 (331 I.G. 1307), and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case of 2008. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991, other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
2. Delete subclause (i), Adults, of clause 1, Minimum Award Wage Rate, of Appendix 1 - Industry (Not Elsewhere Specified), of Part 2 - Special Enterprise and Industry Provisions, and insert in lieu thereof the following:
  - (i) Adults:

Any employee 21 years of age or over shall be paid not less than the rates of pay set out opposite the classification which the employee is allocated by the employer under the heading, Minimum Award Wage Rate.

Classification	Former Award Wage Rate (Per Week) 18 October 2007 \$	Minimum Award Wage Rate (Per Week) 18 October 2008 \$
Foreperson/Supervisor	610.10	634.50
Baking Tradesperson	586.50	610.00
Pastry Group 1, 2 and 3 where only one employed	586.50	610.00
Pastry Cook Group 1, 2 and 3 - employed ornamenting	584.50	607.90
Pastry Cook - Group 1	582.10	605.40
Pastry Cook - Group 2	555.90	578.10
Pastry Cook - Group 3	535.00	556.40
Head Packer - Group 1	594.30	618.10
Head Packer - Group 2	544.20	566.00
Stackerperson (Licensed)	562.90	585.40
Motor Van Driver	546.50	568.40
Packer Group 1	541.80	563.50
Packer Group 2	531.40	552.70
Assistant Group 1	543.80	565.60
Assistant Group 2	538.00	559.50
Assistant Group 3	533.40	554.70
Assistant Group 4	531.40	552.70

3. Delete subclause (iii) Apprentices, of clause 1, Minimum Award Wage Rate, of said Appendix 1, and insert in lieu thereof the following:

- (iii) Apprentices: The minimum rate of pay for apprentices shall be ascertained by applying the rate of pay set out opposite the year of an apprentices indenture.

Classification	Former Award Wage Rate Per Week 18 October 2007 \$	Minimum Award Wage Rate Per Week 18 October 2008 \$
1st Year	292.30	304.00
2nd Year	332.70	346.00
3rd Year	378.00	393.10
4th Year	464.50	483.10

Adult Apprentices: The minimum rate of pay for adult apprentices (21 years of age and over), shall remain at the second year rate for the first 2 years of the indenture.

4. Delete subclauses (vi), (vii), (viii), (ix), (x), (xi) and (xiii) of clause 2, Allowances, of the said Appendix 1, and insert in lieu thereof the following:

- (vi) Leading Hands - An employee appointed by the employer as a leading hand shall receive the following weekly allowance in addition to the appropriate rate of pay for the employee's classification:

In charge of -	Per week \$
(a) 10 employees or less	20.60
(b) 11 to 20 employees	34.65
(c) 20 employees or more	44.35

- (vii) Freezer - An employee who during the course of employment is mainly required to work in freezers shall be paid:

- (a) between 0 degrees Celsius and minus 18 degrees Celsius (inclusive) - \$2.20 per day extra;
- (b) below minus 18 degrees Celsius - \$3.65 per day extra.

In addition, an employee required to work in temperatures below 7.2 degrees Celsius shall be provided with suitable headgear, gloves and protective clothing.

- (viii) First-aid - An employee appointed by the employer as a first-aid attendant and who is qualified shall be paid \$12.95 per week extra.
- (ix) Meal - An employee required to work overtime for more than 2 hours after finishing time on any day shall be paid \$11.25 for meal money, unless 24 hours' notice has been given.
- (x) Laundry - Uniforms, where required by the employer, shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive \$8.53 per week extra.
- (xi) Collecting Monies - An employee employed as a motor van driver when collecting cash for the employer shall be paid \$3.36 per week extra. In addition, the employer shall provide a suitable cash bag.
- (xiii) Apprentices - An apprentice who obtains and hands to the employer a certificate or statement of having passed the yearly technical college examination shall be paid \$6.05 per week for the ensuing 12 months. Every apprentice who successfully completes the 2½-year trade course shall be paid \$17.00 per week.

5. This variation shall take effect from the first pay period commencing on or after 18 October 2008.

I. TABBAA, Commissioner

\_\_\_\_\_

Printed by the authority of the Industrial Registrar.

**POTTERY INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1756 of 2008)

Before Commissioner Macdonald

24 September 2008

**VARIATION**

1. Delete subclause 5.3.2 of clause 5.3, Wages, of Section 5 - Wages and Related Matters, of the award published 30 May 2008 (365 I.G. 1821) and insert in lieu thereof the following:

## 5.3.2 State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case of June 2008. These increases may be offset against:

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

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0
June 2008	4.0%	4.0

2. Delete Table 1 - Wage Rates, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and Allowances, and insert in lieu thereof the following:

**PART B****MONETARY RATES AND ALLOWANCES**

Table 1 - Wage Rates

Classification	Previous Rate \$	SWC 2008 Adjustment %	New Rate \$
Group One	531.40	4.0	552.70
Group Two	531.60	4.0	552.90
Group Three	537.40	4.0	558.90
Group Four	544.10	4.0	565.90
Group Five	550.70	4.0	572.70
Group Six	562.60	4.0	585.10
Group Seven	577.60	4.0	600.70



**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount
			\$
1	5.5.1	Industry Allowance	22.00 per week
2	5.2.2	Leading Hand (1-7 emp)	23.51 week
		Leading Hand (over 7 emp)	31.44 per week
3	6.2.3	Meal Allowance	8.95 for each meal
4	5.5.2 (a)	Shift allowance - rotating day-afternoon, day - night, day-afternoon-night shift	8.27 per shift
5	5.5.2 (b)	Shift allowance - rotating afternoon-night shift	12.32 per shift
6	5.5.2 (c)	Shift allowance - permanent night shift	24.24 per shift
7	5.5.4	First Aid Allowance	2.08 per day

3. This variation shall take effect from the beginning of the first pay period to commence on or after 17 January 2009.

A. W. MACDONALD, Commissioner.

---

Printed by the authority of the Industrial Registrar.

(575)

**SERIAL C6819****REFRACTORY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1756 of 2008)

Before Commissioner Macdonald

24 September 2008

**VARIATION**

1. Delete clause 5, State Wage Case Adjustments, of the award published 30 May 2008 (365 I.G. 1855) and insert in lieu thereof the following:

**5. State Wage Case Adjustments**

The rates of pay in this award include the adjustment payable under the State Wage Case 2008. This increase 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.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0
June 2008	4.0%	4.0

2. Delete Part B, Monetary Payments, and insert in lieu thereof the following;

**PART B****MONETARY RATES****Table 1 - Wage Rates**

Classification	Award rate per week \$	Safety net adjustment %	Total per week \$
Basic Entry Level	524.80	4.0	545.80
Level 1	543.10	4.0	564.80
Level 2	554.30	4.0	576.50
Level 3	566.50	4.0	589.20
Level 4	584.00	4.0	607.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9.3	Industry Allowance	22.05 per week
2	11.2	Leading Hand	37.58 per week
3	16.4	Meal Allowance	9.31 then 7.89 for each subsequent meal
4	18.1 (a)	Shift allowance - rotating day-afternoon, day-night, day-afternoon-night shift	8.21 per shift
5	18.1 (b )	Shift allowance - rotating afternoon-night shift	12.26 per shift
6	18.1 (c)	Shift allowance - permanent night shift	24.18 per shift
8	37	First Aid Allowance	2.19 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2009.

A. W. MACDONALD, Commissioner.

---

Printed by the authority of the Industrial Registrar.

(577)

SERIAL C6789

**RESTAURANTS, &c., EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1125 of 2008)

Before Commissioner Cambridge

28 October 2008

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 19 January 2001 (321 I.G. 759), and insert in lieu thereof the following:

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

Grade	Wage Total \$
1	552.60
2	570.20
3	596.90
4	616.30
5	652.10
6	694.30
7	716.50

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. 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.

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7.1	Meal Allowance	11.55
2	14.2	Apprentice's Tool Allowance	0.74 per week
3	23.1	Laundry Allowance: - special clothing requiring ironing  - special clothing not requiring ironing	3.33 per day to a maximum of 9.99 1.87 per day to a maximum of 5.79

2. This variation shall commence from the first full pay period on or after 24 August 2008.

I. W. CAMBRIDGE, Commissioner

---

Printed by the authority of the Industrial Registrar.

## ROOFING TILE MAKERS (STATE) AWARD

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1756 of 2008)

Before Commissioner Macdonald

24 September 2008

### VARIATION

1. Delete clause 5.2, State Wage Case Adjustments of Part 5 - Wages and Related Matters of the award published 29 July 2005 (352 I.G. 804) and insert in lieu thereof the following:

#### 5.2. State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case 2008. This increase 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.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0
June 2008	4.0%	4.0

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

### PART B

#### MONETARY PAYMENTS

**Table 1 - Rates of Pay**

Classification	Award Rate	Safety Net	Total Per Week
	Per Week \$	%	\$
Group I			
Moulder	558.90	4.0	581.30
Ridge Area Operator	558.90	4.0	581.30
Press Area Operator	558.90	4.0	581.30
Glaze Area Operator	558.90	4.0	581.30
Fork Lift Driver (Permit)	558.90	4.0	581.30
Finger Truck Operator	558.90	4.0	581.30
Cleaner	558.90	4.0	581.30

Sweeper	558.90	4.0	581.30
Driver	558.90	4.0	581.30
Millman	558.90	4.0	581.30
Yardman	558.90	4.0	581.30
Group II			
Glaze Preparator	572.00	4.0	594.90
Die Maker	572.00	4.0	594.90
Clay Prep Area Operator	572.00	4.0	594.90
Panel Control Operator	572.00	4.0	594.90
Tile Handling Area Operator	572.00	4.0	594.90
Front-end Loader Operator	572.00	4.0	594.90
Ridge Plant Operator	572.00	4.0	594.90
Fork Lift Driver (licensed)	572.00	4.0	594.90
Moulder 1	572.00	4.0	594.90
Group III			
Moulder II	580.65	4.0	603.90
Plant Maintenance Operator	592.00	4.0	615.70
Tunnel Kiln Operator	592.00	4.0	615.70
Senior Tunnel Kiln Operator (temp)	642.05	4.0	667.70

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	Amount
			\$
1	5.1.2	Industry Allowance	22.72 per week
2	5.1.3	Leading Hand (1-7 emp)	22.72 per week
		Leading Hand (over 7 emp)	30.48 per week
3	6.4.4	Meal Allowance	6.69 per meal
4	5.5.2(a)	Shift allowance - rotating day -afternoon, day-night, day-afternoon-night shift	11.19 per shift
5	5.5.2(b)	Shift allowance - rotating afternoon - night shift	14.06 per shift
6	5.5.2 {c}	Shift allowance - permanent night shift	26.26 per shift
7	5.5.3	Manganese Dioxide	1.80 per hour
8	5.5.4	First Aid allowance	2.48 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2009.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

**RUBBER WORKERS (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 1809 of 2008)

Before Commissioner Tabbaa

3 October 2008

**VARIATION**

1. Delete subclause (b) of clause 9, Arbitrated Safety Net Adjustments, of the award published 13 July 2001 (326 I.G. 99), and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
2. Delete Appendix A - Wage Rates (Adults) and Appendix B - Allowances/Special Rates, and insert in lieu thereof the following:

**APPENDIX A****Wage Rates (Adults)****Table 1 - Wage Rates**

Classifications	Former Award Rate (Per week) 11 October 2007 \$	Minimum Award Rate (Per week) 11 October 2008 \$
Manufacturing/Production Employee Level 1	531.40	552.70
Manufacturing/Production Employee Level 2	541.00	562.60
Manufacturing/Production Employee Level 3	563.60	586.10
Manufacturing/Production Employee Level 4	584.50	607.90
Manufacturing/Production Employee Level 5	603.70	627.80
Manufacturing/Production Employee Level 6	618.20	642.90
Warehouse Worker Level 1	563.60	586.10
Warehouse Worker Level 2	584.50	607.90
Warehouse Worker Level 3	603.70	627.80
Warehouse Administration Officer	618.20	642.90



**APPENDIX B****Allowances/Special Rates**

Item No.	Clause No.	Subject	Amount \$
1	8(b)(i)	Leading Hand (3-10 employees)	24.41 per week
2	8(b)(ii)	Leading Hand (10-20 employees)	36.20 per week
3	8(b)(iii)	Leading Hand (more than 20 employees)	47.55 per week
4	14(b)	Handling Carbon Black	83 cents per hour
5	14(c)	Installing or repairing belting underground in mines	27 cents per hour
6	14(d)	Working in a confined space	55 cents per hour
7	14(e)	Hot places - 46.1 C° - 54.4 C°	44 cents per hour
8	14(e)	Hot places - more than 54.4 C°	54 cents per hour
9	14(f)	Processing free coal dust	36 cents per hour
10	15(b)	First-aid attendant	9.58 per week
11	23	Motor Vehicle Allowance	40 cents per km
12	25(a)	Meal Allowance	10.95 per meal
13	40(b)	Overalls Allowance	36 cents per day

3. This variation shall take effect from the first pay period commencing on or after 11 October 2008.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

**SMALLGOODS MANUFACTURERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1271 of 2008)

Before Commissioner Tabbaa

19 August 2008

**VARIATION**

1. Delete clause 10 Arbitrated Safety Net Adjustment of the award published 30 May 2008 (365 I.G 1920), and insert in lieu thereof the following:

**10. Arbitrated Safety Net Adjustment**

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (i) Any equivalent overaward payments, and/ or
  - (ii) Award wage increases since 29th May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary rates and insert in lieu thereof the following

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

Item No	Classification	SWC 2008 eff. 1 Dec. 08 Amount per week \$
1	Small goods person as defined in subclause (b) of clause 7	626.20
2	Silent - cutter operator	589.70
3	Filler	574.30
4	Mixing machine other than silent cutter operator)	589.70
5	Butcher	626.20
6	Small goods_seller from vehicle who collects cash - I. Non-refrigerator_vehicle II. Refrigerator vehicle	589.70 589.70
7	Boner	598.00
8	Slicer, cutter-up, guillotine operator and/or derinding machine operator	589.70
9	Salter and/or pickle pumper arterial or stab	574.10
10	Cooker and/or scaldler	589.70
11	Packing-room_hand	553.50
12	Linker	566.65
13	Table hand	566.65
14	All others	566.65

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	SWC Eff 1 Dec 2008 Amount \$
1	8 (d)	Employee called upon to work in chilling room with the temperature reduced to:	
		Temperature range Celsius Scale	
		Below 2 but not below 16	0.44
		Below 16 but not below 18	0.76
		Below 18 but not below 21	1.03
		Below 21	1.40
2	12	Meal Money	
		- required to work in excess of one and half hours	10.47
		- Notified of overtime then not required	10.47

3. This variation shall come into effect from the first full pay period on or after 1 December 2008.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(709)

**SERIAL C6792****STARCH MANUFACTURERS, &c. (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 1808 of 2008)

Before Commissioner Tabbaa

3 October 2008

**VARIATION**

1. Delete subclause (v) of clause 2, Rates of Pay, of the award published 8 June 2001 (325 I.G. 370), and insert in lieu thereof the following:
  - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (a) any equivalent over award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete Table (a), Adults, of Division I - Wheaten Starch, and Division II - Starch (Other than Wheaten Starch) of Appendix 1 - Wage Rates, and insert in lieu thereof the following:
  - (a) Adults: The following weekly wage shall be paid:

**APPENDIX 1****WAGE RATES**

Classifications	Former Award Rate (Per Week) 14 Oct 2007 \$	Minimum Award Rate (Per Week) 14 Oct 2008 \$
Process Attendants - Hydrolyzed Protein	565.60	588.20
Process Attendants - Other	555.70	577.90
Forklift Drivers	559.50	581.90
All Other Employees	541.60	563.30

- (ii) Division II - Starch (Other Than Wheaten Starch)

- (a) Adults: The following weekly rates shall be paid:

Classifications	Former Award Rate (Per Week) 14 Oct 2007 \$	Minimum Award Rate (Per Week) 14 Oct 2008 \$
Feedhouse Dryer Operator	552.40	574.50
Starch Treater	552.40	574.50
Starch/Gluten Separator Operator	552.40	574.50
Germ/Fibre Separator Operator	552.40	574.50
Evaporator Operator	547.10	569.00
Starch Dryer Operator	547.10	569.00

Gluten Dryer Operator	547.10	569.00
Expeller Operator (Oil)	547.10	569.00
Steepperson	547.10	569.00
Forklift Driver	547.10	569.00
Dry Blend Operator	541.80	563.50
Drum Dryer Operator	541.80	563.50
Feed Packer	538.20	559.70
Starch Packer	538.20	559.70
Filter Press Operator	538.20	559.70
All Other Employees	531.40	552.70

3. Delete Appendix 2 - Other Rates and Allowances, and insert in lieu thereof the following:

## APPENDIX 2

### OTHER RATES AND ALLOWANCES

Item 1	Additional Rates	50 cents per hour
Item 2	Leading Hands	\$4.40 per day
Item 3	First Aid	\$9.63 per week
Item 4	Afternoon Shifts (Division 1)	\$22.39 per shift
Item 5	Rotating Night Shifts (Division 1)	\$27.80 per shift
Item 6	Non-rotating night shift (Division 1)	\$33.97 per shift
Item 7	Change of Shift Allowance (Division 1)	\$18.61 per shift
Item 8	Day, Afternoon and Night Shifts in regular weekly rotation (Division 1)	\$56.94 per week
Item 9	Day and night shifts only in regular weekly rotation (Division 11)	\$56.94 per week
Item 10	Afternoon and Night Shifts only in regular weekly rotation (Division 11)	\$84.17 per week
Item 11	Afternoon Shifts only (Division 11)	\$84.24 per week
Item 12	Permanent night shifts only (Division 11)	\$126.29 per week
Item 13	Change of Shift Allowances (Division 11)	\$29.31 per week
Item 14	Payment with meal relief on day shift	2.20 per shift
Item 15	Meal Allowance	7.60 per meal

4. This variation shall take effect from the first pay period commencing on or after 14 October, 2008.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(647)

**SERIAL C6769****SURVEYORS' FIELD HANDS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1769 of 2008)

Before Commissioner Macdonald

1 October 2008

**VARIATION**

1. Delete subclause (vi) of clause 3, Wages, of the award published 23 November 2001 (329 I.G. 889), and insert in lieu thereof the following:
  - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wage Private Sector**

Weekly Hands Classification	SWC 2007 Amount \$	SWC 2008 Adjustment %	SWC 2008 Amount \$
Instrument Person	597.40	4.0	621.30
Special class field hand	595.00	4.0	618.80
First class field hand	571.60	4.0	594.50
Second class field hand	561.00	4.0	583.40
Operator of Echo- Sounding Machine	591.90	4.0	615.60

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	3(i)(b)	Daily Hands	5.55	5.75
2	3(ii)	Motor Vehicle/Launch Allowance	2.30	2.40
3	3(iii)	Four-wheel-drive Allowance	3.05	3.15
4	3(iii)	Hydrographics Duties Allowance	2.35	2.45
5	3(iv)	Inclement Weather Allowance	26.75	27.80
6	4(i)	Wet Places Allowance	0.54	0.56
7	6	Underground Work Allowance	0.61	0.63
8	14(i)	Distant Places Allowance	1.07	1.11
	14(i)	Distant Places Western Division	1.84	1.91
9	14(ii)	Distant Places Snowy River	1.78	1.85
10	17(iii)	First-aid Allowance	2.35	2.44

11	20(ii)(d)	Meal Allowance	12.75	13.45
	28	Meal Allowance	12.75	13.45
	28	Each Subsequent Meal	10.85	11.45
12	20(ii)(d)	Bed Allowance	65.55	68.35
13	20(v)(a)	Return Home Allowance	46.95	50.25
14	20(vii)	Travelling Allowance (Public Sector)	Per Day	Per Day
		More than 3 but not more than 10 km	4.55	4.85
		More than 10 but not more than 20 km	9.65	10.35
		More than 20 but not more than 30 km	14.50	15.50
		More than 30 but not more than 40 km	19.45	20.80
		More than 40 but not more than 50 km	23.85	25.50
		More than 50 but not more than 60 km	28.50	30.50
		More than 60 but not more than 70 km	33.40	35.75
		More than 70 but not more than 80 km	38.00	40.65
		More than 80 but not more than 90 km	42.70	45.70
		More than 90 but not more than 100 km	47.65	51.00
15	37	Rain Allowance	2.59	2.69

Note These allowances are contemporary for expense related allowances as at 30th June 2008 and for work related allowances are inclusive of adjustments in accordance with the June 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 3 October 2008.

A. MACDONALD, Commissioner

---

Printed by the authority of the Industrial Registrar.

## SYDNEY OLYMPIC PARK AQUATIC, ATHLETICS AND ARCHERY CENTRES (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Olympic Park Authority.

(No. IRC 1379 of 2008)

Before Commissioner McKenna

29 August 2008

### AWARD

#### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Parties to the Award and Employee Defined
3.	Intention
4.	Rates of Pay
5.	Classification Levels
6.	Income Protection Plan
7.	Hours of Work
8.	Full-Time, Part-Time, Fixed Term and Casual Employees
9.	Higher Duties
10.	Meal Breaks
11.	Excess Hours Worked
12.	Public Holidays
13.	Sick Leave
14.	Personal Carer's Leave
15.	Bereavement Leave
16.	Parental Leave
17.	Terms of Engagement
18.	Training Wage
19.	Payment of Wages
20.	Annual Leave and Annual Leave Loading
21.	Long Service Leave
22.	Consultative Mechanism
23.	Labour Flexibility
24.	Uniforms and Protective Clothing
25.	Tools and Equipment
26.	Change Rooms
27.	Redundancy
28.	Major Interruption to Operations
29.	Grievance and Dispute Resolution Procedures
30.	Secure Employment
31.	No Extra Claims
32.	Leave Reserved
33.	Anti-Discrimination
34.	Area, Incidence and Duration



**PART B**

Table 1 - Rates of Pay

Table 2 - Hourly Rates of Pay for Casual Employees

**2. Parties to the Award and Employee Defined**

2.1 The parties to this award are:

- (i) The Division Head of the Sydney Olympic Park Authority Aquatic and Athletic Centres Division, being the Chief Executive Officer of the Sydney Olympic Park Authority, exercising on behalf of the Government of NSW the employer functions of the Government in relation to members of staff of the Sydney Olympic Park Authority Aquatic and Athletics Centre Division under Schedule 1, Part 3 of the *Public Sector Employment and Management Act 2002* ("the Employer"); and
- (ii) The Australian Workers' Union, New South Wales ("the AWU").

2.2 Employee means a person employed by the Government of NSW in the service of the Crown under Chapter 1A of the *Public Sector Employment and Management Act 2002* in the Sydney Olympic Park Authority Aquatic and Athletic Centres Division in the classifications prescribed by this Award.

**3. Intention**

3.1 The principal intentions of this award are:

- (i) To promote harmonious industrial relations for the Sydney Olympic Park Aquatic, Athletics, and Archery Centres;
- (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and
- (iii) To provide a multi-skilled workforce.

**4. Rates of Pay**

4.1 The minimum rates of pay for full time employees covered by this award employed in the classifications set out below in Clause 5 are contained in Table 1 of Part B of this award.

**5. Classification Levels**

5.1 Classifications (Skill/Definitions) for full-time and part-time employees:

**5.1.1 Level I**

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Exercises basic keyboard skills;

General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of position and successful application.

#### 5.1.2 Level II

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision of and assistance to Level I employees; and

Is capable of and may perform Level 1 duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programs/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg. pool attendant;

Safeguards individuals e.g. child care attendants;

- (c) Progression to Level III will be dependent upon availability of position and successful application.

#### 5.1.3 Level III

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;  
and

Is capable of and may perform the Level II and level I duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a Gym Exercise Specialist;

Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;

Maintains machinery, plant and technical equipment;

Undertakes secretarial duties;

In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;

- (c) Progression to Level IV will be dependent upon availability of position and successful application.

#### 5.1.4 Level IV

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

(a) An employee at this level:

Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;

Is directly responsible to the appropriate manager for the section or area of operation;

Assists with the management of the section or area of operation;

Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work related problems where required;

Trains employees at Level III, II and I as required;

Is capable of and may perform the Level III, Level II and Level I duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Supervises Pool Attendants;

Supervises Athletic Centre employee;

Supervises Aquatic Centre employees;

Supervises Archery Centre Employees

Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

5.2 Classifications (Skill/Definitions) for casual employees:

5.2.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

(a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

(b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;

Assists with the administration of the Swim School programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Duties peripheral and ancillary to the above as required.

#### 5.2.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg., pool attendant, athletic track Attendants; archery attendant.

Safeguards individuals e.g. child care attendants.

### 5.2.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

In the Absence of Line Supervisors, Acts in an Appropriate Way to Supervise the Work Areas to Ensure Delivery of Services.

## 6. Income Protection Plan

6.1 All full-time, part-time and casual employees who are members of the AWU to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Chifley Financial Services). It is a term of this award that the employer will bear the costs of 1.55% of gross weekly pay per week per member towards providing income protection with a maximum payment of \$4.55 per week for casuals.

## 7. Hours of Work

7.1 The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.

7.2 The employer shall arrange the working of the thirty eight hour week in one of the following ways:

7.2.1 by employees working less than eight hours per day;

7.2.2 by employees working less than eight hours on one or more days in each week; or

7.2.3 by working up to ten hours on one or more days in the week.

7.3 Employees other than maintenance employees, pool attendants, and those employees employed in the gym shall be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.

- 7.4 Notwithstanding the provision of subclause 7.1 & 7.3 the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or with the consent of the employee at any time.

### **8. Full-Time, Part-Time, Fixed Term and Casual Employees**

- 8.1 An employee shall be engaged as either a full-time, part-time, fixed term or casual employee.
- 8.2 A full-time employee is an employee who is engaged to work an average 38 hours per week.
- 8.3 A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 8.4 A casual employee is an employee engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in Table 2 of Part B.
- 8.5 The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, paid bereavement leave, and annual leave.
- 8.6 A casual employee shall receive a minimum payment of 3 hours for each engagement, in relation to casual employees involved in the presentation or conducting of sports, games and training e.g. instructors, (other than those engaged in relation to the Sydney Athletic Centre) which shall be for a minimum of one hour.
- 8.7 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to above.
- 8.8 A fixed term employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement.

### **9. Higher Duties**

- 9.1 An employee required to perform the entire function of a position attracting a higher level under the award shall, on each occasion, be paid the entire difference between their own salary and the salary of the higher position on the fifth and subsequent days of acting up to the higher position.
- 9.2 The parties to the Award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Sydney Olympic Park Aquatic Centre) will at all times be paid at Level 3 or above.

### **10. Meal Breaks**

- 10.1 Employees shall be entitled to an unpaid meal break of 30 minutes which shall be taken no more than five hours after commencing duty.
- 10.2 Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- 10.3 The employer and employee shall determine the time at which a rest break shall be taken.
- 10.4 Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- 10.5 Notwithstanding the provisions of subclause 10.1 the employer and employee can determine the appropriate time to take a meal break by mutual agreement.

- 11.6 Staff engaged as casual pool attendants shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause 10.2 above.

### **11. Excess Hours Worked**

- 11.1 All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause 7.1 of this award or in excess of ten hours in one day shall be paid as overtime or given as time off in lieu.
- 11.2 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 11.3 By mutual agreement, excess hours shall be paid as overtime or taken off, as time off in lieu. Time off in lieu will be the equivalent number of actual hours worked. All accrued time off in lieu shall be taken two months after it falls due unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- 11.4 Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 11.5 An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 11.6 For the purposes of this clause "excess hours" means "overtime".

### **12. Public Holidays**

- 12.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.
- 12.2 Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.
- 12.3 Any full-time or part-time employee, including a fixed term employee, who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed; or double time and one half for each hour worked on the public holiday. Casual employees who are required to work on a public holiday shall be entitled to double time and one half for each hour work on the public holiday.
- 12.4 An employee who is absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- 12.5 An employee whose day or days off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.
- 12.6 A full-time, part-time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.



### 13. Sick Leave

- 13.1 A full-time employee shall be entitled to ten days sick leave per year of service. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 13.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year.
- 13.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 13.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 13.5 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- 13.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, the estimated duration of the absence.

### 14. Personal Carer's Leave

- 14.1 Use of Sick Leave:
- 14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.1.6 (b), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in clause 13, Sick Leave, for absences to provide care and support, for such persons, when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 14.1.2 Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.
- 14.1.3 Where the parties are unable to reach agreement the disputes procedure at Clause 29 should be followed.
- 14.1.4 The employee shall, if required
- (a) establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (b) establish by production of documentation acceptable to the employer, or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- 14.1.5 In normal circumstances, an employee must not take carer's leave under this clause where another person had taken leave to care for the same person.
- 14.1.6 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) The employee being responsible for the care and support of the person concerned; and
  - (b) The person concerned being:

- (i) a spouse of the employee, or
- (ii) a de facto spouse, who is a person of the opposite sex to the employee, who lives with the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purpose of this clause:

"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.

14.1.7 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 their 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.

#### 14.2 Use of Unpaid Leave:

14.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 14.1.6 (b) who is ill, or who requires care due to an unexpected emergency.

#### 14.3 Use of Annual Leave:

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

14.3.2 Access to annual leave, as prescribed in subclause 14.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

#### 14.4 Use of Time Off in Lieu of Payment of Overtime:

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

14.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

14.4.3 If, having elected to take time as leave in accordance with subclause 14.4.1, the leave is not taken, for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

14.4.4 Where no election is made in accordance with subclause 14.4.1, the employee shall be paid overtime rates in accordance with the award.

#### 14.5 Use of Make-Up Time:

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

#### 14.6 Personal Carer's Entitlement for Casual Employees

14.6.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 14.1.6 (b) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

14.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

14.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### 15. Bereavement Leave

15.1 A full-time or part-time employee, including a fixed term employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in subclause 14.1.6 (b)).

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

15.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2, 14.3, 14.4 and 14.5. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

#### 15.4 Bereavement Leave for casual employees

15.4.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 14.1.6 (b).

15.4.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

15.4.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### 16. Parental Leave

16.1 Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

16.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

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

### 16.3 Right to request

An employee entitled to parental leave may request the employer to allow the employee:

16.3.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

16.3.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

16.3.3 to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

### 16.5 Employee's request and the employer's decision to be in writing

16.5.1 The employee's request and the employer's decision made under subclause 16.4 and 16.5 must be recorded in writing.

### 16.6 Request to return to work part-time

Where an employee wishes to make a request under subclause 16.4, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

### 16.7 Communication during parental leave

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

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

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

16.7.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 16.7.1.

### 17. Terms of Engagement

- 17.1 Full-time and part-time employees shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

- 17.2 A fixed term employee shall be employed for a fixed period. The engagement of a fixed term employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.
- 17.3 The provisions outlined in subclauses 17.1 and 17.2 shall not affect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.
- 17.4 The employer shall have the right to deduct payment for the time of non-attendance by any employee who fails to attend for duty, or absents himself/herself from duty, without leave.

### 18. Training Wage

- 18.1 See the Theatrical Employees (Training Wage) (State) Award.

### 19. Payment of Wages

- 19.1 Wages will be paid fortnightly by Electronic Funds Transfer.

### 20. Annual Leave and Annual Leave Loading

- 20.1 Full-time and part-time employees employed on or prior to 19 April, 1999 shall receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 20.2 Part time employees employed after 19 April, 1999 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 20.3 Full-time employees employed after 19 April, 1999 shall be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.
- 20.4 The loading referred to in subclauses 20.1, 20.2 and 20.3 above shall be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- 20.5 Fixed term employees who are engaged on a contract of less than twelve months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.

### 21. Long Service Leave

- 21.1 The New South Wales *Long Service Leave Act* 1955 applies.

### 22. Consultative Mechanism

- 22.1 A meeting will be held every two months between the four employee representatives and the General Manager of the Sydney Olympic Park Aquatic, Athletics, and Archery Centres for the purpose of

discussing matters affecting the productivity and efficiency at the Sydney Olympic Park Aquatic, Athletics and Archery Centres.

### **23. Labour Flexibility**

- 23.1 Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

### **24. Uniforms and Protective Clothing**

- 24.1 Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.
- 24.2 Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer properly laundered and/or in working order.

### **25. Tools and Equipment**

- 25.1 All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge.

### **26. Change Rooms**

- 26.1 The employer shall provide a change room for the use of the employees, free of charge. Such change room shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

### **27. Redundancy**

- 27.1 Application of this Clause.
- 27.1.1 This clause shall apply in respect of full-time and part-time employees as defined in Clause 8
- 27.1.2 This clause shall not apply to employees with less than one year's continuous service
- 27.1.3 This clause shall not apply where employment is terminated as a consequence of conduct that warrants dismissal, or in the case of employees engaged for a specific period of time, or for a specified task or tasks, where employment is terminated due to the ordinary turnover of labour.
- 27.2 Employer to Notify and Discuss Change
- 27.2.1 Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, for example in structure, technology and or program/service delivery, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong
- 27.2.2 The employer shall discuss with the employees affected and the union to which they belong, among other matters, the introduction of the changes referred to in clause 27.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- 27.2.3 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 27.2.1
- 27.2.4 For the purpose of such discussion, the employer shall provide to the employees concerned, and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters

likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

27.2.5 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, pursuant to clause 27.2.1, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong as early as practicable.

27.2.6 The discussions referred to in 27.2.5 shall cover, among other matters any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned, the number and categories of employees likely to be affected, and the number of workers normally employed, and the period over which the terminations are likely to be carried out.

### 27.3 Notice of Termination of Employment

27.3.1 In order to terminate the employment of an employee for reasons arising from "structure", or "program/service delivery", in accordance with 27.2.1, the employer shall give to the employee the following notice

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

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

27.3.3 Payment in lieu of the notice in 27.3.2 shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof

### 27.4 Notice for Technological Change

27.4.1 In order to terminate the employment of an employee for reasons arising from "technology" in accordance with 27.2.1, the employer shall give to the employee three months' notice of termination

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

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

### 27.5 Time Off During the Notice Period

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

27.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent

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

## 27.6 Transfer to Lower Paid Duties

27.6.1 Where an employee is transferred to lower paid duties for reasons set out in 27.2.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

## 27.7 Severance Pay

27.7.1 Where an employee is to be terminated pursuant to clause 27, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

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

27.7.2 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 27.7.1 if the employer obtains acceptable alternative employment for an employee



## 28. Major Interruption to Operations

- 28.1 Although a rare eventuality, external factors such as acts of God or malicious acts by a third party or parties, or industrial action, breakdown of machinery or any other act or omission for which the employer is not responsible may result in the closure of the Centres.
- 28.2 In the first instance options for staff to work at another location will be investigated.
- 28.3 In instances where this is not possible, staff will be given the opportunity to access available annual and/or long service leave entitlements.
- 28.4 Where staff are not able to be placed in work pursuant to clause 28.2 or do not elect to access leave entitlements pursuant to clause 28.3, either party may make an application to the Industrial Relations Commission pursuant to s126 of the *Industrial Relations Act* 1996 for a stand down order.

## 29. Grievance and Dispute Resolution Procedures

- 29.1 Procedures relating to grievances of individual employees.
- 29.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 29.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 29.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 29.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 29.1.5 While a procedure is being followed, normal work must continue.
- 29.1.6 The employee may be represented by a union party to this award for the purpose of each procedure.
- 29.2 Procedures relating to disputes etc. between the employer and its employees.
- 29.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.
- 29.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 29.2.3 While a procedure is being followed, normal work must continue.
- 29.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.
- 29.2.5 If the dispute resolution process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

### 30. Secure Employment

#### 30.1 Objective of this Clause

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

#### 30.2 Casual Conversion

30.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment, or part-time employment, if the employment is to continue beyond the conversion process prescribed by this clause.

30.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.

30.2.3 Any casual employee who has a right to elect under subclause 30.2.1, upon receiving notice under subclause 30.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

30.2.4 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (i) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

30.2.5 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 30.2.3, the employer and employee shall, in accordance with this clause, and subject to subclause 30.2.3, discuss and agree upon:

- (a) whether the employee will convert to full-time or part-time employment; and
- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

30.2.6 Following an agreement being reached pursuant to subclause 30.2.5, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

30.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

30.2.8 The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to full time or part time employment ( in accordance with subclause 30.2.3) where the seasonal nature of the work can be demonstrated.

### 30.3 Occupational Health and Safety

30.3.1 For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

30.3.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

30.3.3 Nothing in subclause 30.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

### 30.4 Disputes Regarding the Application of this Clause

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

30.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate

legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

### 31. No Extra Claims

- 31.1 Subject to the provisions of Clause 32. Leave Reserved, it is a term of this award that the Union undertakes not to pursue any extra claims, award or over award, of a general nature, for the duration of the Award.

### 32. Leave Reserved

- 32.1 Leave is reserved:

- (a) To the parties to apply to insert vocational training benchmarks and relativities for full-time, part-time and casual employees subsequent to a variation to the Health, Fitness and Indoor Sports Centres (State) Award for similar matters.

### 33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

#### NOTES -

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

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

**34. Area, Incidence and Duration**

- 34.1 This award shall regulate the terms and conditions of employment of employees:
- (a) of the Government of NSW employed under Chapter 1A of the *Public Sector Employment and Management Act 2002* in the Sydney Olympic Park Authority Aquatic and Athletic Centres Division in the classifications prescribed by this Award at the Sydney Olympic Park Aquatic, Athletic and Archery Centres, in classifications covered by this Award; and
  - (b) not classified as staff members of the management team.
- 34.2 This award shall not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre, Sydney Olympic Park Athletic Centre, and the Sydney Olympic Park Archery Centre.
- 34.3 This award shall take effect from 1 July 2008, and shall remain in force for a period of two years.
- 34.4 This award rescinds and replaces the Sydney Olympic Park Aquatic Centre and Sydney Athletics Centre (State) Award 2006 published 23 February 2007 (362 I.G. 1).

**PART B****Table 1 - Rates of Pay for Full-Time Classifications**

Classification Level	Current Salary as at 11 July 2007 \$	Salary from the First Pay Period on or after 1 July 2008 \$	Salary from the First Pay Period on or after 1 July 2009 \$
Level I	32,866	33,688	34,530
Level II	36,966	37,890	38,837
Level III	41,080	42,107	43,160
Level IV	49,283	50,515	51,778

**Table 2 - Hourly Rates of Pay for Casual Employees**

Classification	Current Rate as at 11 July 2007 \$	Salary from the First Pay Period on or After 1 July 2008 \$	Salary from the First Pay Period on or After 1 July 2009 \$
Level A	19.20	19.70	20.20
Level B	20.60	21.10	21.60
Level C	21.75	22.30	22.85

D. S. McKENNA, Commissioner

## SYDNEY OLYMPIC PARK VISITORS SERVICES (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 672 and 1380 of 2008)

Before Commissioner Bishop

28 August 2008

### REVIEWED AWARD

#### 1. Title

This award shall be known as the Sydney Olympic Park Visitors' Services (State) Award 2008.

#### 2. Arrangement

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Intention
4.	Rates of Pay
5.	Conditions of Engagement (Full-time, Part-time and Fixed-term Employees)
6.	Hours of Work (Full-time, Part-time and Fixed-term Employees)
7.	Casual Employees
8.	Meal Breaks
9.	Excess Hours Worked (Full-time, Part-time and Fixed-term Employees)
10.	Public Holidays
11.	Sick Leave
12.	Anti-Discrimination
13.	State Personal/Carer's Leave
14.	Bereavement Leave
15.	Parental Leave
16.	Redundancy
17.	Training Wage
18.	Payment of Wages
19.	Annual Leave and Annual Leave Loading
20.	Job Representative
21.	Labour Flexibility
22.	Uniforms and Protective Clothing
23.	Tools and Equipment
24.	Change Rooms and Amenities
25.	Grievance and Dispute Resolution Procedures
26.	Area, Incidence and Duration
27.	No Extra Claims
28.	No Reduction of Entitlements
29.	Payroll Advice
30.	Superannuation

- 31. Rehabilitation Services
- 32. Secure Employment

#### PART B

#### MONETARY RATES

Table 1 - Rates of Pay

#### PART C

#### CLASSIFICATIONS

### 3. Intention

The principal intentions of this award are:

- (i) to promote harmonious industrial relations at the Sydney Olympic Park site as defined in clause 26, Area, Incidence and Duration;
- (ii) to maximise standards of service to the public and park's users, measured against those applying in the leisure and recreation industry nationally and internationally;
- (iii) to facilitate the development of a multi-skilled workforce;
- (iv) to establish flexible operational arrangements to meet the needs of the employer, its clients and those of the workforce;
- (v) to establish the Sydney Olympic Park as world-class sporting, leisure, cultural, educational, commercial, tourist, entertainment and environmental venue;
- (vi) to provide the workforce with a comprehensive information service regarding their wages, conditions of employment and other related matters.

### 4. Rates of Pay

- (i) The minimum rates of pay for employees covered by this award shall be those set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (ii)

Junior Rates	Percentage of Appropriate Rate
At 18 years	75
At 19 years	85
At 20 years	100

- (iii) The classifications (skills/definitions) for employees covered by this award shall be those classifications set out in Part C, Classifications.

### 5. Conditions of Engagement (Full-Time, Part-Time and Fixed-Term Employees)

- (i) An employee shall be engaged as either a full-time, part-time, fixed-term or casual employee.
- (ii) A full-time employee is an employee who is engaged to work an average of 38 hours per week, Monday to Sunday.
- (iii) A part-time employee is an employee engaged to work a minimum of ten hours per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.

- (iv) Full-time and part-time employees shall be engaged by the week and their engagement shall only be terminated by the employer or employee by the giving of one week's notice or by the payment in lieu or forfeiture, as the case may be, of the appropriate wage in lieu of notice.
- (v) A fixed-term employee shall be employed for a fixed period. The engagement of a fixed-term employee may be varied by agreement between the employer and the employee.
- (vi) The provisions outlined in subclauses (iv) and (v) of this clause shall not affect the right of the employer to dismiss any employee without notice for misconduct or other neglect of duty.
- (vii) Notwithstanding the provisions applying to paid leave, the employer shall have the right to deduct payment for time lost by an employee who fails to attend for duty without leave to absent himself/herself for the actual time of such non-attendance.

#### **6. Hours of Work (Full-Time, Part-Time and Fixed-Term Employees)**

- (i) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 per week, Monday to Sunday, between the hours of 7.00 a.m. and 11.00 p.m. The ordinary hours may be extended to between 6.00 a.m. and 2.00 a.m. to cover special events, provided that the employer gives the relevant employees seven days' notice of the extension of ordinary hours, or upon agreement between the employer and the employee.
- (ii) Where employees are required to work outside the ordinary hours of work, employee will be paid a loading of 15% for hours worked (other than overtime hours) between 2.00 a.m. and 6.00 a.m. in accordance with subclause (i) of this clause.
- (iii) Notwithstanding the provisions of subclauses (i) and (ii) of this clause, the ordinary hours of work for an employee engaged in the safeguarding of property shall not exceed an average of 38 per week, and may be worked as ordinary hours any hour of the day. This provision shall only apply to employees classified at Level 3 or 4 under this award.
- (iv) The employer shall arrange the working hours of the 38 hours per week:
  - (a) by employees working less than eight hours per day;
  - (b) by employees working less than eight hours on one or more days in each week;
  - (c) by employees working up to ten hours on one or more days in the week.
- (v) Employees shall be entitled to receive four sets of two consecutive days off in each 28 day period.
- (vi) Notwithstanding the provisions of subclauses (i) and (iii) of this clause, the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or the consent of the employees at any time.
- (vii) 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 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.
- (viii) Rostered days off (RDOs)
  - (a) An employee may elect, with the consent of the employer, to take an RDO at any time.



- (b) An employee may elect, with the consent of the employer, to take RDOs in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all RDOs 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 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 to participate in negotiations.

### **7. Casual Employees**

- (i) Subject to subclause (v) of this clause, a casual employee is an employee engaged and paid as such. A casual employee shall be paid at an hourly equal to the appropriate weekly-employee ordinary hours, weekly rate, divided by 38 plus a 21½% loading, for all hours worked Monday to Sunday, regardless of start and finish times.
- (ii) The casual hourly rate contained in this award contains a component in lieu of any entitlement to sick leave, bereavement leave, long service leave and annual leave. Moreover, casual employees shall not be entitled to claim the benefits of clause 13, State Personal/Care's Leave, clause 16, Redundancy, clause 18, Payment of Wages, and clause 21, Labour Flexibility.
- (iii) A casual employee shall receive a minimum payment of four hours for each engagement, to be worked consecutively, except in the case of tour guides or training sessions, which shall be two hours.
- (iv) Casual rosters may be changed by management, provided that shifts are not shortened to less than the minimums referred to above. Further, employees shall be advised of their anticipated finishing time at the commencement of a shift. However, nothing in this subclause shall be construed to affect the employer's right to shorten an engagement after it has commenced.
- (v) Casual employees who are required to work on a public holiday shall be entitled to double time and one half of the base weekly pay rate for each hour worked on the public holiday.
- (vi) Where a casual employee is required to work 14 hours in any 24 hour period, the casual employee shall have at least ten consecutive hours off duty before their next engagement.

### **8. Meal Breaks**

- (i) All employees shall be entitled to the following meal breaks:
  - (a) when required to work no more than four hours - one 10 minute paid break.
  - (b) when required to work more than four but no more than six hours - two 10 minute paid breaks.
  - (c) when required to work an eight hour shift - two 10 minute paid breaks and a 30 minute unpaid break.
  - (d) when required to work more than two hours after having worked an eight hour shift - an additional 10 minute paid break after every additional two hours' work.
- (ii) The employer and employee shall determine the time at which a rest break shall be taken.
- (iii) Notwithstanding the provisions of subclause (i) of this clause, the employer and employee can determine the appropriate time to take a meal break by mutual agreement.
- (iv) An employee required to work through a period when a meal break should be taken shall receive overtime for the time so worked at the rate of time and a half of the base ordinary weekly rate.

- (v) An employee who is required to work for a continuous period amounting to more than five hours from the time of commencing work shall be entitled to be absent from work until the employee has had 10 consecutive hours off duty. Should the said 10 hours or any part thereof coincide with the employees ordinary hours of work or the next shift, the employee shall be paid at ordinary rates for the time which falls within the employees ordinary hours of work or the next shift.

#### **9. Excess Hours Worked (Full-Time, Part-Time and Fixed-Term Employees)**

- (i) All hours worked in excess of an average of 38 in any one week outside the spread of hours prescribed in subclause (i) of clause 6, Hours of Work (Full-time, Part-time and Fixed-term Employees), or in excess of 10 hours on one day, shall be paid as overtime or given as time off in lieu. This subclause does not apply to casual employees.
- (ii) All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- (iii) By mutual agreement, excess hours shall be paid as overtime or taken as time off in lieu. Time off in lieu will be the equivalent number of actual hours worked. All accrued time off in lieu shall be taken two months after it falls due, unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- (iv) Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (v) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, shall be released after the completion of such overtime until 10 consecutive hours have been allowed without loss of pay for ordinary working time occurring during such absence.
- (vi) For the purpose of this clause, "excess hours" means overtime.

#### **10. Public Holidays**

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State are observed shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.

Provided that any of the abovementioned holidays may be substituted for another day off by agreement between the employer and employee(s), to be taken within one month of the said holiday or adjacent to a period of annual leave.

- (ii) In addition to the holidays prescribed in subclause (i) of this clause, full-time, part-time and fixed-term employees shall be entitled to take a paid picnic day which shall be observed on the first Monday in December or which shall be taken at a time mutually agreeable to the employer and the employee(s), provided that the employee shall provide to the employer proof of purchase of a ticket to the AWU's picnic day function, 10 working days prior to the event.
- (iii) Any full-time, part-time or fixed-term employee who is required to work on a public holiday shall be entitled to time and one half hours pay for each hour worked, as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday.
- (iv) An employee who is absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- (v) An employee whose day(s) off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.

- (vi) Casual employees who are required to work on a public holiday shall be entitled to double time and one-half of the base weekly pay rate for each hour worked on the public holiday.

### 11. Sick Leave

- (i) A full-time, part-time or fixed-term employee shall be entitled to 10 days' sick leave pro rata per year. Part-time employees shall be entitled to a proportionate amount of sick leave.
- (ii) If the full period of sick leave is not taken on any one year, the whole or untaken portion shall accumulate from year to year.
- (iii) An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to Workers' Compensation.
- (iv) Where an employee is ill or incapacitated on a rostered day or shift off, he/she shall not be entitled to sick pay on that day, nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- (v) Where an employee is absent for more than one consecutive day, or more than five single days in one year, the employee shall provide the employer with a doctor's certificate.
- (vi) The employee shall, wherever possible, prior to the commencement of the absence of sick leave, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

### 12. 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 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 obligation in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

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

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

### 13. State Personal/Carer's Leave

- (i) Use of sick leave

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 13(i)(c)(2) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 11, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (b) The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care and support of the person concerned; and
- (2) the person concerned being:

- (i) a spouse of the employee; or
- (ii) 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
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purpose 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 notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 25, Grievance and Dispute Resolution Procedures, should be followed

(ii) Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 13(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Personal Carers Entitlement for casual employees -

- (a) Subject to the evidentiary and notice requirements in 13(i)(b) and 13(i)(c)(3) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 13(i)(c)(2) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected

#### 14. Bereavement Leave

- (i) A full-time, part-time or fixed-term employee shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a member of the employee's family or household prescribed in paragraph (c) of subclause (i) of clause 13, State Personal/Carers' Leave

Provided further that an employee on a weekly hiring shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside

Australia of a member of the employee's family or household prescribed in paragraph (c) of subclause (i) of clause 13, and where such employee travels outside Australia to attend the funeral.

Bereavement leave may be taken in conjunction with other leave available under clause 13, State Personal/Carers' Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the employer.

- (ii) Bereavement entitlements for casual employees
  - (a) Subject to the evidentiary and notice requirements of this clause, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 13(i)(c)(2) of clause 13, State Personal/Carer's Leave Case.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

### 15. Parental Leave

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

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

- (iii) Right to request
  - (a) An employee entitled to parental leave may request the employer to allow the employee:
    - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
    - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

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

The employee's request and the employer's decision made under (iii)(a)(2) and (iii)(a)(3) must be recorded in writing.

(d) Request to return to work part-time

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

(iv) Communication during parental leave

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

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

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

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

## 16. Redundancy

(i) Application of this clause

(a) This clause shall apply in respect of full-time and part-time employees as defined in Clause 8

(b) This clause shall not apply to employees with less than one year's continuous service

(c) This clause shall not apply where employment is terminated as a consequence of conduct that warrants dismissal, or in the case of employees engaged for a specific period of time, or for a specified task or tasks, where employment is terminated due to the ordinary turnover of labour.

(ii) Employer to Notify and Discuss Change

(a) Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, for example in structure, technology and or program/service delivery, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong

(b) The employer shall discuss with the employees affected and the union to which they belong, *inter alia*, the introduction of the changes referred to in clause 16(ii)(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

(c) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 16(ii)(a)

- (d) For the purpose of such discussion, the employer shall provide to the employees concerned, and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (e) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, pursuant to clause 16(ii)(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong as early as practicable.
- (f) The discussions referred to in 16(ii)(e) shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned, the number and categories of employees likely to be affected, and the number of workers normally employed, and the period over which the terminations are likely to be carried out.

(iii) Notice of Termination of Employment

- (a) In order to terminate the employment of an employee for reasons arising from "structure", or "program/service delivery", in accordance with 16(ii)(a), the employer shall give to the employee the following notice

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice
- (c) Payment in lieu of the notice in 16(iii)(b) shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof

(iv) Notice for Technological Change

- (a) In order to terminate the employment of an employee for reasons arising from "technology" in accordance with 16(ii)(a), the employer shall give to the employee three months' notice of termination
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

(v) Time Off During the Notice Period

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



- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent
- (c) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice
- (d) Where an employee is transferred to lower paid duties for reasons set out in 16(ii)(a) the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(vi) Severance Pay

- (a) Where an employee is to be terminated pursuant to clause 16, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and any allowances.
- (b) Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 16(vii)(a) if the employer obtains acceptable alternative employment for an employee

### **17. Training Wage**

See the New South Wales Theatrical Employees (Training Wage) (State) Award published 1 November 1996 and award review published 8 February 2002 (331 I.G. 198).

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

Wages will be paid weekly in arrears by electronic funds transfer (EFT).

### **19. Annual Leave and Annual Leave Loading**

- (i) Full-time and part-time employees shall receive annual leave of five weeks per annum, plus 17.5% annual leave loading, upon the completion of each 12 months' service.
- (ii) The loading referred to in subclause (i) of this clause shall be paid to all weekly employees, upon the anniversary of their entitlement, as a lump sum.
- (iii) Fixed-term employees who are engaged on a contract of less than 12 months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than 12 months in total, as an aggregate of full-time, part-time or casual employment.

### **20. Job Representative**

- (i) A job representative appointed by the employees shall be allowed the necessary time during working hours to interview the supervisor or officer-in-charge on matters affecting the employees whom he/she represents.
- (ii) The Australian Workers' Union, New South Wales, job delegates who are full-time employees shall be allowed up to five days' paid leave per year to attend approved courses run by the union.
- (iii) Casual employees appointed as job representatives shall be provided paid leave up to eight hours in a calendar year to attend union-sponsored training, provided that not more than two individuals are nominated for such training per calendar year by the union.

### **21. Labour Flexibility**

Employees covered by this award shall perform all work within their skill and competence including, but not limited to, work which is incidental but not peripheral to their main tasks and functions.

### **22. Uniforms and Protective Clothing**

Employees are required to wear a uniform. The employer will provide the following items of uniform:

- (i) shirt;
- (ii) hats; and
- (iii) other items from time to time.

Employees are responsible for supplying basic items of uniform (such as black trousers, black shoes and socks), complying with the employer's uniform policy.

Protective clothing and very cold weather clothing will be supplied on an as-required basis to the employees free of charge and will remain the property of the employer.

Upon termination of employment, all uniforms and property belonging to the employer shall be returned by the employee to the employer. The employer reserves the right to withhold all wages due pending receipt of all property of the employer issued to the employee.

### **23. Tools and Equipment**

All tools and equipment required by the employee(s) to perform their duties shall be provided by the employer.

### **24. Change Rooms and Amenities**

The employer shall provide limited change room facilities for the use of the employee(s), free of charge. Such change rooms shall be equipped with hot and cold showers and shall be fitted with locker accommodation where practicable.

Employees required to work out in the open shall be issued with block-out cream.

Further, employees shall have access to fresh water at their work sites.

### **25. Grievance and Dispute Resolution Procedures**

- (i) Procedures relating to grievances of individual employees
  - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing a proposed remedy.
  - (e) While a procedure is being followed, normal work must continue.
  - (f) The employee may be represented by the union for the purpose of each procedure.
- (ii) Procedures relating to disputes, etc. between the employer and the employees
  - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time limits must be allowed for discussion at each level of authority.
  - (c) While a procedure is being followed, work must continue as directed by the employer.
  - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by the union for the purpose of each procedure.

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

- (i) This award shall regulate the terms and conditions of employees engaged within the scope of the classification structure contained in subclause (iii) of clause 4, Rates of Pay, to perform such functions as therein described at the Sydney Olympic Park, Homebush, and employed by an employer contracted to provide such services by the Sydney Olympic Park Authority and/or its successor.
- (ii) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Sydney Olympic Park Visitors Services (State) Award 2002 published 27 September 2002 (336 I.G. 505), as varied.

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 August 2008.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.
- (v) This award shall not apply to employees engaged by the operators (or subcontractors) of the following:
  - (a) Sydney Olympic Park Athletics Centre
  - (b) Sydney Olympic Park Aquatic Centre;
  - (c) Sydney Olympic Park Archery Centre
  - (d) Sydney Olympic Park Sports Centre (State Sports Centre;
  - (e) Royal Agricultural Society Showground site;
  - (f) ANZ Stadium (Olympic Stadium);
  - (g) ACER Arena (formerly Sydney SuperDome;
  - (h) Sydney Olympic Park Tennis Centre;
  - (i) Novotel/Ibis Hotel
  - (j) Sydney Olympic Park Hockey Centre
  - (k) Sydney Olympic Park Golf Centre
  - (l) Monster Skatepark/ BMX/Mountain X

and this award shall not apply to any future venues, of any description, and/or structures created at Sydney Olympic Park.

#### **27. No Extra Claims**

It is a term of this award that the union undertakes not to pursue any extra claims, award or over-award, of any nature, for the duration of the award.

#### **28. No Reduction of Entitlements**

No existing employee at the date of the implementation of this award shall suffer a reduction in either conditions or rates of pay, whether award-based or not, simply as a consequence of the existence of this award and its impacting on their employment.

#### **29. Payroll Advice**

All employees shall be issued with a written payroll advice indicating all deduction made from the wage, classification and hourly rate of pay, superannuation details, gross and net pay for the period, within five working days of the completion of the pay period concerned or otherwise as required to comply with the requirements of the *Industrial Relations Act 1996*.

### 30. Superannuation

The employer shall make superannuation contributions into a complying fund on behalf of all eligible employees in accordance with the relevant Commonwealth legislation excepting that the employer shall be required to make the said contribution on a monthly basis.

### 31. Rehabilitation Services

Notwithstanding the employers right to choose an appropriate rehabilitation provider, Australian Injury Management Pty Limited (AIM) is recognised as a suitable rehabilitation provider.

### 32. Secure Employment

(i) Objective of this Clause

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

(ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment, or part-time employment, if the employment is to continue beyond the conversion process prescribed by this clause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement
- (c) Any casual employee who has a right to elect under subclause 32(ii)(a), upon receiving notice under subclause 32(ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion
  - (1) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer
- (e) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 32(ii)(c), the employer and employee shall, in accordance with this clause, and subject to subclause 32(ii)(c), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and

- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

- (f) Following an agreement being reached pursuant to subclause 32(ii)(e), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure
- (g) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause
- (h) The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to full time or part time employment ( in accordance with subclause 32(ii)(c) ) where the seasonal nature of the work can be demonstrated

(iii) Occupational Health and Safety

- (a) For the purposes of this clause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in subclause 32(iii) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this Clause
- (a) Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

The following shall be the ordinary hourly rates for employees engaged between Monday and Sunday, excluding public holidays.

Classification	Weekly Employees (per hour)	Casual Hourly Rates
	\$	\$
Level 1	15.95	19.35
Level 2	17.55	21.30
Level 3	19.20	23.30
Level 4	22.25	27.05

The parties agree that the monetary figures contained in this award reflect the outcome of past State Wage Cases, up to and including the 2005, 2006 and 2007 State Wage Case. Further, it is also agreed that the above rates will be adjusted in line with the monetary outcomes or percentage adjustments of the 2008 State Wage Case.

## PART C

### CLASSIFICATIONS

#### Level 1

Shall be an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision. Employees at this level may include the initial recruit, who may have limited relevant experience.

Indicative of some of the duties that an employee at this level may perform are car park attendant and event marshall.

An employee at this level will be able to communicate with the public in a courteous and tactful manner. This position will work under close supervision and undergo on-the-job training.

Upon completion of 400 hours of employment, an employee would be reclassified to Level 2.

## Level 2

Shall be an employee who has:

- (a) undertaken structured training recognised by the employer as being relevant; or
- (b) completed 400 hours' employment at the level required of a Level 1 operative or equivalent work within the Leisure and Recreation Venue Management Sector, including acting as a traffic controller in regard to avenue or event at which this award applies.

An employee at this level would:

demonstrate a capacity to work in a team environment under routine supervision and assist with the provision of on-the-job training to a limited degree; and

where appropriate, hold and maintain first aid and other qualifications recognised as being in accordance with the safe and effective conduct of duties involving public and employee health and safety; and

undertake retail transactions and/or be responsible for the presentation of tours or information sessions.

In addition to the requirements of Level 1 employees, the following are indicative of the duties that an employee at this level may perform - ticket sales agent, venue tour guide, general operational assistant, event staff centre and communications centre staff.

## Level 3

An employee at this level shall exercise discretion within one's own level of skill, training and authority. The employee would have delegated responsibility for work under his/her control or supervision in terms of allocation of duties, co-ordination of workflows, checking progress, quality of work and resolving problems.

In addition to the requirements of Level 1 and 2 employees, the following is indicative of the duties that an employee at this level may perform - event staff team leader, supervising employees at Levels 1 and 2.

## Level 4

Shall be an employee who, subject to broad guidance or direction, reports to more senior staff as required and has appropriate levels of experience and/or qualifications commensurate with the duties.

In addition to the requirements of Level 1, 2 and 3 employees, the following is indicative of the duties an employee at this level may perform - an event supervisor, supervising employees at Levels 1, 2 and 3.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.



(1211)

SERIAL C6746

**TEACHERS (CATHOLIC EARLY CHILDHOOD SERVICE CENTRES  
AND PRE-SCHOOLS) (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 673 of 2008)

Before Commissioner Bishop

1 October 2008

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Payment on Termination and Salary Adjustment for Teachers Employed in Pre-School
5.	Shift and Penalty Loadings for Teachers Employed in ECS Centres
6.	Director's and Authorised Supervisor's Allowance
7.	Annual Leave for Teachers Employed in an ECS Centre
8.	Annual Holiday Loading for Teachers Employed in ECS Centres
9.	Annual Holiday Loading for Teachers Employed in a Pre-School
10.	Sick Leave
11.	Catholic Personal/Carer's Leave
12.	Other Leave
13.	Hours of Work for Teachers Employed in an ECS Centre
14.	Overtime and Time in Lieu - ECS Centres
15.	Miscellaneous
16.	Anti-Discrimination
17.	Union Representatives
18.	Terms of Engagement and Information to be Provided to Teachers
19.	Redundancy
20.	Disputes and Grievance Procedures
21.	Savings Clause
22.	Superannuation
23.	Enterprise Consultation
24.	Labour Flexibility
25.	Area, Incidence and Duration

**PART B****MONETARY RATES**

Table 1 - Rates of Pay For Teachers Employed in an Early Childhood Service Centre

Table 2 - Rates of Pay For Teachers Employed in a Pre-School

Table 3 - Director's Allowances

Table 4 - Other Rates and Allowances

Table 5 - Authorised Supervisor's Allowance (Clause 6.3(i))

Table 6 - Authorised Supervisor's Allowance (Clause 6.3(ii))

**PART C****REDUNDANCY****PART A****1. Title**

This award shall be known as the Teachers (Catholic Early Childhood Service Centres and Pre Schools) (State) Award 2006.

**2. Definitions**

For the purposes of this award, except for subclause (c) of this clause and Clause 6, Director's and Authorised Supervisor's Allowance, hereof, all reference to teachers in this award shall include Director, and:

- (a) "Teacher" means any person employed as such in an ECS Centre as defined in subclause (d) of this clause, or a Pre-School as defined in subclause (e) of this clause holding Early Childhood qualifications as defined in subclauses (p), (q), (r) and (s) of this clause.
- (i) "Full-time Teacher" means any teacher other than a casual, temporary, or part-time teacher.
- (ii) "Part-time Teacher" means any teacher who is engaged to work regularly at an ECS Centre or at a Pre-School and not more than 0.8 of the normal hours which a full-time teacher at the Centre is required to work provided that a part-time teacher may work up to 0.9 of the normal hours of a full-time teacher if he or she is entitled to a preparation session equivalent to 0.1 of a teacher's normal hours. Provided further that a part-time teacher employed as at 31 January 1990 shall not be required by that employer to work in excess of 0.8 of the normal hours of a full-time teacher.
- (iii) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full ECS Centre or Pre-School year but not less than 20 days. Provided that a teacher may be employed for a specific period in excess of a full year but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year.
- (iv) "Casual Teacher" means a teacher engaged as required by an employer for up to 20 working days in any one period of employment. Provided that the period may be extended as required by the employer if the employer has been notified that the permanent teacher will be absent beyond the 20-day period.
- (b) "Centre Year" means the number of weeks for which a particular ECS Centre or Pre-School is open over the course of a calendar year.
- (c) "Director" means the teacher who is responsible for the day to day operation of the Early Childhood Services Centre as defined in subclause (d) of this clause or Pre-School as defined in subclause (e) of

this clause, holding Early Childhood qualifications as defined in subclauses (p), (q), (r), and (s) of this clause.

(d) "Early Childhood Services (ECS) Centre" means an establishment which provides child care and/or educational development programmes and/or services for children under school age and shall include early intervention services, long day care centres and multi-purpose centres. It shall not include a Recognised School or Pre-School. For the purposes of this clause:

(i) "Early Intervention Services" means individual programmes for developmentally delayed or disabled children, or children at risk of being developmentally delayed or disabled, aged 0-6 years, aimed at providing assistance to the child and its family in the areas of physical, emotional, social and educational needs;

NOTATION:

Where the hours and conditions of work of a teacher employed in an Early Intervention Service approximate those hours and conditions of a teacher employed in a recognised Pre-School, such conditions and hours shall apply to that teacher.

(ii) "Long Day Care Centre" means a child care establishment, which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year;

(iii) "Multi-Purpose Centre" means a child care establishment, which usually provides the services of a long day care centre, together with the services of a full-day care centre and/or a sessional care centre.

(e) "Pre-School" means a kindergarten, day school or nursery school and shall include:

(i) "A Full Day Care Centre" which means a child care establishment which does not operate on a sessional basis, but which usually operates during hours and terms, which approximate those of a recognised school.

(ii) "A Sessional Care Centre" which means a child care establishment which operates on the basis of morning and/or afternoon sessions and which usually operates during hours and terms, which approximate those of a recognised school.

(f) "Unit" means a group or class of children, which does not at any one time exceed 25 children, but which need not necessarily consist of the same children at all times.

(g) "Shift" shall mean a daily period of work in an ECS Centre and shall be either:

(i) "afternoon shift" which means any shift finishing after 6.30pm and at or before midnight; or

(ii) "night shift" which means any shift finishing subsequent to midnight and at or before 8.00am or any shift commencing at or after midnight and before 5.00am; or

(iii) "early morning shift" which shall mean any shift commencing at or after 5.00am and before 6.30am; or

(iv) "night shift, non-rotating" which shall mean any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the teacher at least one third of his or her working time off night shift in each roster cycle.

(h) "Infants Department" means Kindergarten, Grades 1 and 2 in a recognised school.

(i) "Recognised School" means a school registered under the provisions of the Education Act.

- (j) "Recognised Teacher Training Institution" means an Australian College of Advanced Education, Australian Teachers College or Australian Institute of Education recognised by the Tertiary Education Commission or its successor.
- (k) "Recognised University" means an Australian University, which is recognised by the Tertiary Education Commission or its successor.
- (l) "Graduate" means a teacher who holds a degree from a Recognised University or Recognised Teacher Training Institution.
- (m) "Category UG2 Level" means a course of study leading to a Category UG2 Diploma Award as described in Statement No. 1, Nomenclature and Guidelines for Awards in Advanced Education, August 1972 (as amended), issued by the Australian Council on Awards in Advanced Education, and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.
- (n) "Category PG1 Level" means a course of study leading to a Category PG1 Graduate Diploma (at the 19.1 level) as described in Statement No. 1, Nomenclature and Guidelines for Awards in Advanced Education, August 1972 (as amended), issued by the Australian Council on Awards in Advanced Education, and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.
- (o) "Equivalent Qualifications or Equivalent Course" means a qualification or course as the case may be which the employer and the employee agree as being equivalent to the qualification or course prescribed by the clause in question in this award, or which the Conciliation Committee determines as being so equivalent or accepted as equivalent by the National Office of Overseas Skills Recognition of the Australian Department of Employment Education and Training.
- (p) "Two Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a two years full-time course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
  - (ii) A teacher who was employed as a Two Years Trained Teacher as at 1 February 1991; or
  - (iii) A teacher who has acquired other equivalent qualifications.
  - (iv) A teacher who is employed in a Pre-School as defined in subclause (e) of this clause, who is not otherwise classified as a Three Years Trained Teacher or a Four Years Trained Teacher shall for the purposes of salary be paid as a Two Years Trained Teacher.
- (q) "Three Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a Three Years full-time course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
  - (ii) A teacher who, in addition to satisfying the requirements for classification as a Two Years Trained Teacher, has satisfactorily completed a course of study in Early Childhood Education at Category UG2 level; or
  - (iii) A teacher who was employed as a Three Years Trained Teacher as at 1 January 1985; or
  - (iv) A teacher who has acquired other equivalent qualifications.
- (r) "Four Years Trained Teacher" means:
- (i) A teacher who is a graduate holding B.Ed (Early Childhood) (four years full-time course); or
  - (ii) A teacher who is a graduate and who holds a Diploma in Early Childhood Education from a recognised University or Recognised Teacher Training Institution; or

- (iii) A teacher who has, in addition to satisfying the requirements for classification as a Three Years Trained Teacher, satisfactorily completed a course of study in Early Childhood Education at Category PGI Level; or
- (iv) A teacher who was employed as a Four Years Trained Teacher as at 1 January 1985; or
- (v) A teacher who has acquired other equivalent qualifications.
- (s) "All Other Teachers" means a teacher employed in an ECS Centre as defined in subclause (d) of this clause whose qualifications and experience in Early Childhood Education do not qualify that teacher for classification as a Two Years, Three Years or Four Years Trained Teacher.
- (t) "Union" means the New South Wales Independent Education Union.
- (u) "Authorised Supervisor" means a teacher who is appointed as Authorised Supervisor under the *Children and Young Persons (Care and Protection) Act* 1998 or its replacement, that is, as the person who is authorised under the Act to have the overall supervision of the provision of the child care service to which it relates and who is not appointed as a Director.

### 3. Salaries

3.1 The minimum fortnightly salary payable to full-time teachers shall, subject to the other provisions of this award, be calculated by dividing the rates as set out in Table 1, Rates of Pay for Teachers Employed in an ECS Centre, of Part B, Monetary Rates and Table 2, Rates of Pay for Teachers employed in a Pre-School, of the said Part B, by 26.07.

(a) All Other Teachers

A person who is classified as a teacher on this scale employed in an ECS Centre shall complete three years of service on Step 1 of the scale before progressing to Step 2 of the scale, and shall progress according to normal years of service thereafter.

(b) Two Years Trained Teachers Employed in an Early Childhood Service Centre

(i) A Two Years Trained Teacher who is employed in an ECS Centre shall commence on Step 1 of the scale and progress according to normal years of service to Step 8 of the scale. A Two Years Trained Teacher who, without satisfying additional academic requirements, completes three years of service on the rate prescribed for Step 8 of the scale shall progress to Step 9 of the scale.

(ii) A Two Years Trained Teacher who, by further study satisfactorily completes the equivalent of one third of a degree course in Early Childhood Studies, shall be paid an additional increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.

(c) Two Years Trained Teachers Employed in a Pre-School

(i) A Two Years Trained Teacher who is employed in a Pre-School shall commence on Step 1 of the scale and progress according to normal years of service to Step 10 of the scale.

(ii) A Two Years Trained Teacher who, by further study satisfactorily completes the equivalent of one third of a degree course, shall be paid an additional increment with retention of normal incremental date and shall thereafter progress according to normal years of service to Step 10 of the scale.

(d) Three Years Trained Teachers

(i) A Three Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 11 of the scale.

## (e) Four Years Trained Teachers

A Four Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 9 of the scale.

## 3.2 Part-Time and Temporary Teachers

- (a) A part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification, but in that proportion which the teacher's normal working hours bear to the hours which a full-time teacher at that ECS Centre or Pre-School is normally required to work. For the purpose of this calculation, the normal working hours of a full-time teacher shall be not greater than 38 hours per week (see clause 13, Hours of Work for Teachers Employed in an ECS Centre) for a teacher employed at an ECS Centre.
- (b) The days of attendance of a part-time teacher may be varied at the commencement of each calendar year or by mutual agreement between the employer and the employee, with four weeks notice in an ECS Centre or four teaching term weeks notice in a Pre-School. The normal hours for the purpose of this subclause shall not be varied without agreement. Agreement will not be unreasonably withheld.
- (c) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification.

## 3.3 Casual Teachers

- (a) The salary payable to a casual teacher employed in an ECS Centre shall be a daily, half daily, or quarter daily rate, plus 20 per cent of such rate, which shall be calculated as follows:
- (i) The appropriate rate prescribed by Table 1 of Part B, Monetary Rates, in accordance with years of full-time service, shall be divided by 26.07 to provide a fortnightly rate; provided that the maximum rate shall be as follows:

All Other Teachers	Third Step
Two Years Trained	Fourth Step
Three Years Trained	Fourth Step
Four Years Trained	Fourth Step

- (ii) The fortnightly rate thus obtained shall then be divided by:
- 10, to obtain a daily rate of pay, or
- 20, to obtain a half daily rate of pay, or
- 40, to obtain a quarter daily rate of pay,
- and the amount thus obtained shall then be increased by 20 per cent of such amount.
- (iii) The amount obtained by the operation of subparagraphs (i) and (ii) of this paragraph is exclusive of the pro rata payment to which the teacher is entitled under the *Annual Holidays Act 1944*.
- (b)
- (i) The salary payable to a casual employee employed in a Pre-School shall be the appropriate rate prescribed by Table 2 of Part B, Monetary Rates, in accordance with years of full-time service, divided by 816 in the case of a quarter day payment, or 408 in the case of half day payment, or 204 in the case of daily payment; provided that the maximum rate payable shall be as follows:

Two Years Trained	Fourth Step
Three Years Trained	Fourth Step
Four Years Trained	Fourth Step

- (ii) The said rates include the pro-rata payment in respect of annual holidays, to which the teacher is entitled in accordance with the *Annual Holidays Act 1944*.

#### 3.4 Travelling Expenses

- (a) Where a teacher is required to use his or her vehicle in connection with the teacher's employment other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 1 of Table 4, Other Rates and Allowances, of Part B, Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer shall be reimbursed by the employer.

#### 3.5 Calculation of Service

- (a) For the purpose of this clause, any teacher if required by the employer to do so, shall upon engagement establish to the satisfaction of the employer, the length of his or her teaching service in any Pre-School, Early Childhood Services Centre (ECS), Multi-Purpose Centre or in early childhood education services for children up to 8 years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.
- (b) For the purpose of this clause, a period of service other than service within paragraph (a) of this subclause, shall be counted as service in accordance with the following principles:
- (i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service;
- (ii) A period of service as a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations), a Child Care Certificate worker or equivalent shall be recognised as service at the rate of one increment for each complete three years so engaged to a maximum of four increments.
- (c) For the purpose of calculating service:
- (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraphs (a) and (b) of this subclause shall be counted as service.
- (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours taught by the teacher in any year bears to the normal number of hours worked by a full-time teacher at that ECS Centre or Pre-School in the same year; provided that a period of part-time service in terms of paragraph (b) of this subclause shall count as service in the proportion that the part-time employment bore to full-time employment in that occupation.
- (iii) The amount of service of a casual teacher employed in an ECS Centre shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the teacher in any year bears to the normal number of days worked by a full-time teacher at that ECS Centre in the same year; provided that only casual service performed in the preceding four years shall be included in determining incremental progression.

- (iv) Casual teachers employed in a Pre-School shall be entitled to normal incremental progression for each total of 204 full days of service or its equivalent; provided that only service performed in the preceding four years shall be included in determining incremental progression.
- (v) Provided also that the salary incremental date of any teacher who has taken leave without pay may be altered by adding the period of such leave without pay to the salary incremental date applicable to that teacher prior to the leave without pay.

### 3.6 Re-Classification

The transfer to a higher salary scale of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the progression of such teacher through the salary steps on that higher salary scale shall be effected as follows:

- (a) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that he or she has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes him or her eligible to be so transferred.
- (b) Where an application is made under paragraph (a) of this subclause, which establishes that a teacher is eligible to be transferred to a higher salary scale, such transfer shall take effect:
  - (i) From the beginning of the first pay period to commence on or after the date of completion of formal course requirements. Provided that the application for transfer is received by the employer no later than four months after the conferral of the diploma, degree or equivalent recognition of the completion of such course of training, or no later than the first Pre-School day of the Pre-School term following the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
  - (ii) Where the application for transfer is not received by the employer within the time specified in subparagraph (i), from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
- (c) A teacher who has completed a course of training entitling the teacher to transfer to a higher salary scale pursuant to this subclause shall, for the purpose of advancing through the steps on the higher salary scale to which the teacher has been so transferred, retain the teacher's normal salary incremental date.

Provided that if the transfer of the teacher to the higher salary scale coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher salary scale.

- (d) A teacher shall be transferred to the higher salary scale on the following basis:
  - (i) A Two, Three or Four Years Trained Teacher shall be transferred to the salary step on the higher salary scale which shall be determined by the teacher's years of service on the lower scale.
  - (ii) A teacher employed in an ECS Centre classified on the All Other Teachers scale shall be transferred to the salary step on the new salary scale, which shall be determined as follows:
    - (1) A teacher classified on the 1st or 2nd incremental step on the old scale shall be transferred to the 1st step on the new scale.
    - (2) A teacher classified on the 3rd or 4th incremental step on the old scale shall be transferred to the 2nd step on the new scale.



- (3) A teacher classified on the 5th incremental step on the old scale shall be transferred to the 3rd step on the new scale.
- (e) The transfer to a higher salary scale of a teacher who has acquired a qualification (other than the completion of a course of training) which makes the teacher eligible to be so transferred, and the progression of such teacher through the steps on that higher salary scale shall be effected in accordance with the provisions of paragraphs (a), (b), (c) and (d) of this subclause.

### 3.7 Payment of Any Monies

- (a) The salary payable to any teacher (other than a casual teacher) pursuant to this clause, shall be payable fortnightly or half monthly by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.
- (b) Where the pay day for a half-monthly pay period falls on a Saturday, Sunday or public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding the said pay day.

### 3.8 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the New South Wales Independent Education Union and relevant employer representatives.

## **4. Payment on Termination and Salary Adjustment for Teachers Employed in a Pre-School**

### 4.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act 1944; and
- (b) notwithstanding any other provisions in this award.

### 4.2 The provisions of this clause shall apply where:

- (a) a teacher's employment ceases;
- (b) a teacher commences employment after the Pre-School service date; or
- (c) where a teacher takes approved leave without pay;

and payments shall be made to such teachers by application of the formula prescribed by subclause 4.3 of this clause and, if relevant, by application of the provisions of subclauses 4.5 and 4.6 of this clause in combination.

### 4.3 Calculation of Payments

- (a) Payments made pursuant to this clause shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

P is the payment due.

s is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment (or date of employment in circumstances where a teacher has been employed by the Pre-School for less than one year).

b is the number of term weeks, or part thereof, in the year.

c is the number of non-term weeks, or part thereof, in the year.

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment in circumstances where a teacher has been employed by the Pre-School for less than one year).

(b) For the purpose of this clause:

(i) "Pre-school Service Date" means the usual commencement date of employment at a Pre-School for teachers who are to commence teaching on the first day of the first term.

(ii) "Teacher" means any teacher other than a casual teacher.

#### 4.4 Termination of Employment

A teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause.

#### 4.5 Teachers Who Commence Employment After the Pre-School Service Date

Where a teacher commenced employment after the Pre-School Service Date in any Pre-School year and such employment is to continue into the next Pre-School year:

- (a) the teacher shall be paid at the conclusion of Term IV in the first calendar year of employment in accordance with this clause;
- (b) the anniversary of employment for the purposes of the calculation of payments under this clause shall in each succeeding year of employment be the Pre-School Service Date;
- (c) any period for which the teacher has not been paid by the operation of this subclause 4.4 of this clause shall be deemed to be leave without pay, and no salary or other payment other than payment under this clause shall be made.

#### 4.6 Teachers Who Take Approved Leave Without Pay

Where a teacher takes leave without pay with the approval of his or her employer for a period which (in total) exceeds twenty pupil days in any year, he or she shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same Pre-School year:
  - (i) subject to subparagraph (ii) of this paragraph, the payment shall be calculated and made at the conclusion of Term IV of that Pre-School year, and
  - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year, a payment shall be calculated and made:
    - (A) at the commencement of the leave in respect of that year, and
    - (B) at the end of Term IV in accordance with paragraph (c) of this subclause.

- (b) If the leave without pay is to conclude in a Pre-School year following the Pre-School year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the Pre-School year in which the leave commences, and
  - (ii) at the end of Term IV in the Pre-School year in which the leave concludes a payment shall be calculated and made in respect of that Pre-School year.
- (c) The payment to be made to a teacher at the conclusion of Term IV of a Pre-School year:
- (i) pursuant to section (B) of subparagraph (ii) of paragraph (a) of this subclause 4.6,
  - (ii) or in circumstances where, with the agreement of the employer, a teacher who has been paid pursuant to subparagraph (i) of paragraph (b) of this subclause returns from leave during the Pre-School year in which the leave commenced, shall be determined by:
    - (A) applying the formula in subclause 4.3 of this clause as if no payment had been made to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause; and
    - (B) deducting from that amount the amount paid to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause.
- (d) Notwithstanding the provisions of paragraph (a) of subclause 4.1 of the clause, a teacher shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

### **5. Shift and Penalty Loadings for Teachers Employed in ECS Centres**

5.1 For the purposes of calculating only the loadings provided for in this subclause:

- (a) a weekly rate of pay shall be obtained by dividing the teacher's annual salary, including all applicable allowances, by 52.14;
- (b) a daily rate of pay shall be obtained by dividing the weekly rate as provided for in paragraph (a) of this subclause, by 5.

Provided that the rate of pay for a casual teacher shall be first calculated according to subclause 3.3 of clause 3, Salaries

5.2 In addition to the annual rate of salary and applicable allowances provided for in this award, a loading shall be payable to teachers required to perform shift work, which is in accordance with the following rates:

	Percentage of weekly or daily rate of pay
(a) early morning shift	10
(b) afternoon shift	15
(c) night shift, rotating with day or afternoon shift	17.5
(d) night shift, non-rotating	30

### **6. Director's and Authorised Supervisor's Allowance**

6.1 Teachers appointed as Directors shall be paid, in addition to the amounts payable pursuant to Clause 3 of this award, an allowance in accordance with Table 3 of Part B, Monetary Rates for Director's Allowance for teachers.

- 6.2 Any teacher required by the employer to act as Director for at least ten consecutive working days shall be paid for so doing at the rate prescribed for that position.

Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Director who is on leave for a specified period in excess of a full year.

- 6.3 A full time teacher who is an Authorised Supervisor as defined in clause 2, Definitions, shall be paid an allowance as set out below and shall be advised by the employer on appointment which allowance is to apply:

- (i) Where the licensee is involved in the operation of the service for an average of 20 hours or more per week or an average of 80 hours or more in a four week period and a Director is not employed, the Authorised Supervisor shall be paid, in addition to the amounts payable pursuant to clause 3, Salaries on a fortnightly basis an allowance by dividing the per annum rates set out in Table 5 - Authorised Supervisor's Allowance of Part B, Monetary Rates, by 26.07.
- (ii) Where the licensee is involved in the operation of the service for an average of less than 20 hours per week or an average of less than 80 hours over a four week period and a Director is not employed, the Authorised Supervisor shall be paid, in addition to the amounts payable pursuant to clause 3, Salaries on a fortnightly basis an allowance by dividing the per annum rates as set out in Table 6 - Authorised 's Allowance of Part B, Monetary Rates, by 26.07.
- (iii) Where a Director is employed and is not the Authorised Supervisor, the Authorised Supervisor shall be paid in addition to the amounts payable pursuant to clause 3, Salaries on a fortnightly basis an allowance calculated by dividing the per annum rates set out in the applicable Table 5 - Authorised Supervisor's Allowance.

Provided that a teacher appointed as an Authorised Supervisor who is not in receipt of the Directors Allowance, shall not be responsible for the day-to-day operation and management of the Early Childhood Services Centre.

- 6.4 Where a licensee proposes to change his/her hours of attendance which would result in a change in the entitlement of the allowance set out in Table 5 or 6 Authorised Supervisor's Allowance of Part B, Monetary Rates four weeks written notice will be given.

- 6.5 A part-time teacher who is appointed as an Authorised Supervisor, as defined in clause 2, Definitions of this Award, shall be paid, in addition to the amounts payable pursuant to clause 3, Salaries of this Award, an allowance in accordance with Table 5 or 6 - Authorised Supervisor's Allowance on a proportionate basis to the hours they work.

- 6.6 Any teacher required by the employer to act as Authorised Supervisor for at least ten consecutive working days shall be paid for so doing at the rate prescribed for that position.

Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Authorised Supervisor who is on leave for a specified period in excess of a full year.

It is not intended that Directors shall be displaced by the appointment of an Authorised Supervisor as a result of the operation of this clause.

### **7. Annual Leave for Teachers Employed in an ECS Centre**

- 7.1 An employee, on completion of twelve months' continuous service, shall be entitled to a minimum of four weeks leave of absence on full pay.
- 7.2 See *Annual Holidays Act* 1944.

### **8. Annual Holiday Loading for Teachers Employed in ECS Centres**

- 8.1 Subject to subclause 8.6 of this clause, where a teacher other than a casual teacher, is given and takes his or her annual holiday each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the annual holiday.
- 8.3 The loading shall be calculated in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of the teacher's employment.
- 8.4 The loading shall be the amount payable for the period specified in subclause 8.3 of this clause at the rate of 17.5 per cent of the weekly equivalent of the teacher's annual salary.
- 8.5 For the purpose of this clause, "salary" shall mean the salary payable to the teacher at the first day of the month in which the loading is payable together with, where applicable, the allowances prescribed by subclause 6.1 of clause 6, Director's and Authorised Supervisor's Allowance, but not including any other allowances or amount otherwise payable in addition to salary.
- 8.6 This clause extends to a teacher who is given and takes an annual holiday and who would have worked as a shift worker if he or she had not been on holiday, provided that if the amount to which the teacher would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the teacher in lieu of the loading.
- 8.7 Where the employment of a teacher is terminated and at the time of the termination the teacher has not been given and has not taken the whole of an annual holiday to which the teacher became entitled, the teacher shall be paid a loading calculated in accordance with subclause 8.4 of this clause for the period not taken.

### **9. Annual Holiday Loading for Teachers Employed in a Pre-School**

- 9.1 Subject to subclause 9.6 of this clause, where a teacher other than a casual teacher, is given and takes his or her annual holiday commencing at the beginning of the Pre-School summer vacation each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 9.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the Pre-School vacation.
- 9.3 The loading shall be calculated:
- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of the teacher's employment; or where relevant
  - (b) the period of annual leave calculated under subclause 9.6 of this clause.
- 9.4 The loading shall be the amount payable for the period specified in subclause 9.3 or 9.6 of this clause at the rate of 17.5 per cent of the weekly equivalent of the teacher's annual salary.
- 9.5 For the purpose of this clause, "salary" shall mean the salary payable to the teacher at first day of December of the year in which the loading is payable together with, where applicable, the allowances prescribed by subclause 6.1 of clause 6, Director's and Authorised Supervisor's Allowance, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that:

Where subclause 9.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to clause 4, Payment on Termination and Salary Adjustment for Teachers Employed in a Pre-School.

- 9.6 Where a teacher receives a payment pursuant to clause 4, of this award, including the case where a teacher's employment is terminated during the Pre-School year for a reason other than misconduct, he or she shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full Pre-School year as is equal to the fraction which the number of Pre-School weeks worked by him or her in that year bears to the number of weeks he or she would be normally required by the employer to work in a full Pre-School year.

## 10. Sick Leave

- 10.1 Any full-time, temporary or part-time teacher shall be entitled to be paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:

- (a) For teachers in their first year of employment at an ECS Centre the period of sick leave shall not exceed fifteen (15) days; provided that a temporary teacher who has been employed for part only of any calendar year shall be entitled to sick leave in the ratio which the teacher's period of employment bears to the whole of the calendar year.
- (b) For teachers in their first year of employment at a Pre-School the period of sick leave shall not exceed five days in any term, but any sick leave not taken in any term may be taken during the remainder of the said year; provided that the maximum sick leave which may be taken during the first year of service shall not exceed fifteen days; and provided further that a temporary teacher shall be entitled to sick leave in accordance with the provisions of this paragraph and in that proportion of 15 days which his or her period of appointment bears to the school year of the School at which he or she is employed.
- (c) After the first year of service with an employer the period of sick leave, subject to subclause 10.2 of this clause, shall not exceed in any year of service, twenty-two working days on full pay followed by twenty-two working days on half pay.
- (d) A teacher shall not be entitled to sick leave for any period in respect of which such teacher is entitled to workers compensation.
- (e) A teacher shall not be entitled to be paid sick leave unless the teacher notifies the employer of the ECS Centre or Pre-School (or such other person deputised by the employer) prior to the commencement of the first organised activity at the ECS Centre or Pre-School on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the employer or was unable to take such steps.
- (f) Other than in respect of the first two days absence in respect of sickness in any year a teacher shall, upon request, provide a medical certificate addressed to the employer. Notwithstanding the foregoing the employer may require other evidence of sickness.
- (g) Notwithstanding the provisions of this subclause, the sick leave entitlement of a part-time teacher shall be in that proportion which the teacher's number of hours of attendance in a week bears to the number of hours of attendance which a full-time teacher at the ECS Centre or Pre-School is normally required to attend.

- 10.2 Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave entitlement in the first year of service with an employer shall not be accumulated.

- (b) Untaken sick leave entitlement in the second year of service with an employer and thereafter of up to twenty days on full pay and twenty days on half pay per year shall be accumulated to a maximum of four years of service provided that an employee shall only be entitled to the sick leave accumulated in respect of the four years of continuous service immediately.
- (c) The maximum accumulation shall not exceed eighty days on full pay and eighty days on half pay.
- (d) Accumulated sick leave days on full pay shall be taken prior to accumulated sick leave days on half pay.
- (e) Sick leave, which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1 of this clause, shall be taken prior to the taking of any sick leave, which the teacher has accumulated in accordance with this subclause.
- (f) A part-time teacher shall accumulate sick leave entitlements pursuant to this subclause in that proportion which the teacher's number of hours of attendance in a full ECS Centre or Pre-School week bears to the number of hours of attendance which a full-time teacher at the ECS Centre or Pre-School is normally required to attend.

### **11. Catholic Personal/Carer's Leave**

#### **11.1 Use of Sick Leave to Provide Care and Support for a Family Member**

- (a) A teacher other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The teacher shall, if required,
  - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the teacher being responsible for the care of the person concerned; and
  - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

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

Where the parties are unable to reach agreement the disputes and grievances procedure at Clause 20 should be followed.

### 11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

### 11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### 11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

### 11.5 Entitlement for Casual Teachers

- (a) Subject to the requirements in paragraph 11.1(b) and subclause 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph 11.1 (c) (ii) or paragraph 11.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.



## 12. Other Leave

### 12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Division 1 of Part 4 of Chapter 2 of the Industrial Relations Act 1996, is granted maternity leave for a period of six weeks or longer by the employer and commences maternity leave on or after 1 July 2005, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for six weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than six weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the teacher requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Division 1 Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 shall continue to apply to both the employer and the teacher who has taken maternity leave in accordance with this sub clause.

#### 12.1.1 Casual Teachers

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the *Industrial Relations Act* 1996 (NSW)) because:

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

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

#### 12.1.2 Right to Request

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

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

to assist the teacher in reconciling work and parental responsibilities.

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

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

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

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

#### 12.1.3 Communication during parental leave

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

#### 12.2 Paternity Leave

A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.

#### 12.3 Adoption Leave

A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child.

#### 12.4 Bereavement Leave

- (a) A teacher shall on the death within Australia of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to

paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three days.

A teacher may be required to provide his or her employer with satisfactory evidence of such death.

- (b) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave or equivalent in Clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (c) A teacher shall not be entitled to Bereavement Leave under this clause during any period in respect of which the teacher has been granted other leave.
- (d) Bereavement Leave may be taken in conjunction with other leave available under Clause 11. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the teacher and the reasonable operational requirements of the employer.
- (e) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in relation to whom the teacher could have utilised Catholic Personal/ Carer's Leave in 11.5, provided that for the purpose of this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of the intention to take this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (f) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.

#### 12.5 Examination Study Leave

A teacher, who for the purposes of furthering his or her teacher training, enrolls in any course at a recognised University, recognised College of Advanced Education or recognised Teacher Training Institution shall be granted leave:

- (a) with pay on the day of any examination required in the course,
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

#### 12.6 Long Service Leave

- (a) Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955*, shall apply to teachers employed under this award.
- (b) In the case of a teacher who has completed with an employer five years service but less than ten years with an employer and whose services are terminated or cease for any reason, the teacher will be entitled to a proportionate amount on the basis of 8.6 weeks for ten years service (such service to include service with the employer as an adult and otherwise than as an adult).

### 13. Hours of Work for Teachers Employed in an ECS Centre

- 13.1 The ordinary working hours, inclusive of crib breaks, shall be an average of thirty-eight per week.

13.2 The ordinary hours of work for all teachers may be worked between the hours of 6.30am and 6.30pm, on any five days Monday to Saturday and subject to clause 8.6 shall not exceed 8 hours duration.

13.3 The method of implementation of the 38-hour week shall be by way of:

- (a) a 19-day month;
- (b) accumulation;
- (c) by teachers working more than eight ordinary hours one or more days during the work cycle.

13.4 Method of Implementation of the 19-day month

- (a) By agreement between the teacher and the employer, the teacher may fix one work day off in each four-week cycle as a rostered day off to the extent to which they are accrued pursuant to paragraph (b).
- (b) Accrual
  - (i) A teacher shall accrue one (1) rostered day off for each twenty (20) days of service, one day of which is to be included in the annual leave entitlement.
  - (ii) Each day of paid leave taken including each public holiday and the annual holiday (but not including long service leave nor periods of service in non-term time) shall be regarded as a day worked for accrual purposes.
  - (iii) Notwithstanding the provisions of subparagraph (i) of this paragraph a teacher shall be entitled to no more than twelve (12) paid rostered days off in any twelve months consecutive employment.
  - (iv) A teacher who has not worked a complete four week cycle in order to accrue a rostered day off shall be paid a proportionate payment for each

$$\frac{P}{200}$$

- (c) Where P is the fortnightly salary payable to the teacher. A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken or entitlements pursuant to this paragraph at the rate of pay on the date of termination.

A teacher shall not be entitled to sick leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on public holiday, the teacher and the employer shall agree on an alternative day off as a substitute.

- (i) Rostering
  - (a) A teacher shall be advised by the employer at least four weeks in advance of the day or days on which he or she is to be rostered off duty.
  - (b) An individual teacher may, with the agreement of the employer, substitute the day he or she is rostered off duty for another day.

13.5 Part-time, Casual and Temporary Teachers

- (a) Part-time Teachers

See clause 3.2 of clause 3, Salaries.

(b) Casual Teachers

A casual teacher shall be entitled to be paid an additional loading of 5 per cent pursuant to this clause in lieu of an entitlement to rostered days off.

(c) Temporary Teachers (Other than Part-time Teachers)

A temporary teacher, other than a part-time teacher, shall by agreement with the employer, and according to the period of the employment of the teacher, be entitled to either:

- (i) accumulate rostered days off in accordance with subclause 13.2 of this clause, or
- (ii) be paid an additional loading of 5 per cent pursuant to this clause in lieu of an entitlement to rostered days off.

13.6 Establishments Operating 41 to 47 Weeks Per Annum

Where an ECS Centre operates from 41 to 47 weeks per annum and a teacher receives in consequence more than four weeks paid leave per annum, then the teacher shall accrue rostered days off to a maximum of seven days in any twelve months of consecutive employment and any days accrued in excess of seven days in any twelve months period of employment shall be deemed to be subsumed into the period of paid leave in excess of four weeks.

Nothing in this clause shall entitle an employee who works less than 38 hours per week (inclusive of crib breaks) to accumulate rostered days off pursuant to this clause, and a teacher's conditions of employment shall not be downgraded as a consequence of this award.

#### 14. Overtime and Time in Lieu - ECS Centres

- 14.1 All hours required by the employer to be worked outside the ordinary hours of work prescribed by clause 13 Hours of Work including where a teacher is required to stay back to supervise children who have not been picked up or to cover staff absences but excluding the normal preparation and programming duties of a teacher, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that teachers may be required to attend up to a maximum of two hours per month and directors up four hours per month where such time involves parental meetings, staff meetings and other duties not including the supervision of children without any payment being due. Part time teachers may be required to attend such meetings outside of ordinary hours on a pro rata basis.
- 14.2 Provided that part time employees who agree to work in excess of their normal hours shall be paid at ordinary time for up to 8 (eight) hours provided that the additional time worked during ordinary hours of operation of the ECS centre. No part time employee shall be required to work for longer than 8 (eight) hours in any day without payment of overtime. Any additional hours shall be paid at overtime rates as per subclause 14.1.
- 14.3 Time Off in Lieu of Notice
- (a) By agreement between the teacher and the employer, a teacher may take time off in lieu of payment of overtime.
  - (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour off for each hour worked.
  - (c) An employer shall, if requested by a teacher, provide payment at the rate provided for in subclause 14.1, for any overtime worked where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this clause, on notice from the employer a teacher must elect within six months of accrual, whether to take overtime worked as an overtime payment or as time off work at the ordinary rate of pay.

## 15. Miscellaneous

### 15.1 Crib Break

Not more than thirty minutes nor less than twenty minutes shall be allowed to teachers each day for a midday crib break. Such crib break shall be counted as time worked.

Provided however that a teacher may, by agreement with the employer, leave the premises during the crib break. Where such reasonable request has been made by the teacher, the employer shall give favourable consideration to any such request. Such time away from the premises shall not count as time worked.

See Children and Young Persons (Care and Protection) Act 1998 and the Children's Services Regulation 2004 or their replacement for provisions relating to supervision of children.

### 15.2 Professional Development, Training and Planning

- (a) Teachers are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of teachers is a joint responsibility of both the employer and the teacher.
- (b) The employer may request a teacher to attend any courses in non-term time or weekends. Such attendance shall be at the option of the teacher.
- (c) Should there be any form of disagreement between the parties the matter shall be dealt with in accordance with clause 20, Disputes and Grievance Procedures.

### 15.3 First Aid Certificate

- (a) Teachers shall be required to obtain and maintain an approved first aid certificate.
- (b) Teachers employed in an ECS Centre shall be granted paid leave to attend a first aid course or when a first aid course is in the teacher's own time, teachers will receive time in lieu at ordinary rate for course attendance time.
- (c) Teachers employed in Pre-Schools will attend such first aid course on the teacher's own time.

### 15.4 Pre-Schools to be Ready for Operation

Teachers are responsible for ensuring that the pre-school is ready for operation on the first day of Term I in any year.

## 16. Anti Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the objective of section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations 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.
- 16.3 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.

- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempt for 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 on any State or federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in 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 that religion".

**17. Union Representatives**

- 17.1 The employer shall permit the union representative in the ECS Centre or Pre-School to post union notices relating to the holding of meetings on a staff room notice board.
- 17.2 The union representative shall be permitted in working hours to interview the employer on union business. Such interview shall take place at a time and place convenient to both parties.
- 17.3 Meetings of union members who are employed at the ECS Centre or Pre-School may be held on the premises at times and places reasonably convenient to both union members and the employer.

**18. Terms of Engagement and Information to be Provided to Teachers**

- 18.1 The employer shall provide all full-time and part-time teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the ECS Centre or Pre-School, the employee's entitlements to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.
- 18.2 The employment of any teacher employed in a Pre-School (other than a temporary or casual teacher) shall not be terminated without at least four Pre-School term weeks notice on either side or the payment of or forfeiture of four weeks salary in lieu of notice. Provided that such four weeks notice shall expire within the Pre-School term during which it is given, and shall expire either:
- (a) at the end of the said Pre-School term; or
  - (b) at least two weeks before the end of the said Pre-School term.
- 18.3 The employment of any teacher employed in an ECS Centre (other than a temporary or casual teacher) shall not be terminated without at least four weeks notice on either side or the payment of or forfeiture of four weeks salary in lieu of notice.
- 18.4 The employment of a temporary teacher employed for a period in excess of four weeks shall not be terminated except in accordance with the provisions of subclause 18.2 or 18.3 of this clause. In the case of a temporary teacher employed for a period less than four weeks, employment shall not be terminated

without at least one week's notice on either side or the payment or forfeiture of one week's salary in lieu of notice.

- 18.5 The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.
- 18.6 The employer may, if the employer deems it appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's teaching load, days of attendance, and place of employment which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks notice or otherwise by agreement.
- 18.7 Upon the termination of service of a teacher other than a casual teacher the employer shall provide a statement of service setting out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher.
- 18.8 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of his or her engagement provided that such request is made during or on termination of the casual engagement.
- 18.9 Where an employer proposes either:
- (a) to make alterations to the type of services provided by the ECS Centre or Pre-School in which a teacher is employed, or
  - (b) to transfer a teacher from the ECS Centre or Pre-School in which the teacher is employed,
- which shall have the consequence that the provisions of this award will no longer apply to the teacher, the employer shall as soon as practicable in any case after a firm decision has been made, give the teacher notice of the change, and shall if the teacher so requests hold discussions:
- (i) with the teacher, or
  - (ii) with a representative of the teacher,

as soon as practicable after making the decision and in any event not less than four weeks prior to the implementation of the decision.

- 18.10 The parties recognise that job share involves the following principles:
- (a) Job share for teachers shall mean dividing the one job so that job share teachers have equal responsibility or share responsibility.
  - (b) The division of work has to be negotiated and mutually suitable to all parties.
  - (c) Job share teachers are treated as part-time teachers and receive pro-rata entitlements.
  - (d) If a job share teacher is ill, or on annual leave or a rostered day off, then the other teacher may be offered the day(s) or work by the employer. This work, if accepted, is to be paid at ordinary rates in accordance with clause 3, Salaries of this award.
  - (e) If a job share teacher leaves the employment, the remaining teacher may be offered the residue of employment.

If the employer does not wish to offer the residue of employment or part thereof to the teacher, and the parties wish to continue the job share arrangement the employer may consult with the teacher about the implementation of a new arrangement, including the selection of a new teacher to fill the balance of the position. If the employer or the teacher does not propose to continue the job share arrangement the remaining teacher may be employed on a part time basis.



- (f) Adequate opportunities for consultation between job share teachers will be provided by the employer.
- (g) The employer may determine the number of job share positions in any centre.

### **19. Redundancy**

See Part C of this award.

### **20. Disputes and Grievance Procedures**

#### **20.1 Procedures relating to grievances of individual employees**

- (a) The employee shall notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing the proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by an industrial organisation of employees.

#### **20.2 Procedures for a dispute between an employer and the employees**

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers or other representative and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

### **21. Savings Clause**

- 21.1 No teacher shall suffer a reduction in the salary enjoyed by that teacher as a result of the implementation of this award.
- 21.2 A teacher's conditions of employment, other than those provided in this award shall not be altered as a consequence of the introduction of this award.

### **22. Superannuation**

#### **22.1 Definitions**

For the purpose of this clause:

- (a) "Basic earnings" shall mean:

- (i) the rate of salary prescribed from time to time by this award,
  - (ii) the amount of any allowance prescribed from time to time including the allowance payable to a Director or Authorised Supervisor and any shift loading, which may be payable pursuant to this award.
- (b) "Employee" means a teacher or Director or Authorised Supervisor, and includes casual, part-time, or temporary employee.
  - (c) "HESTA" means the Health Employees Superannuation Trust Australia, established by Trust Deed Articles on 30 July 1987.
  - (d) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by deed made 14 October 1987.
  - (e) "NCSF" means the National Catholic Superannuation Fund.
  - (f) "NGS" means the Non-Government Schools Superannuation Fund Pty Ltd.

## 22.2 Fund

- (a) For the purposes of this clause contributions made by employers in accordance with the provisions of subclause 22.3 of this clause, shall be as follows:
  - (i) the employer shall offer each employee a choice between HESTA, ASSET, NCSF or NGS;
  - (ii) the employee shall nominate the fund into which contributions shall be made.
- (b) Each employer shall become a participating employer in HESTA, ASSET, NCSF and/or NGS in accordance with the choice of employees of the employer.
- (c) Each employer shall become party to HESTA, ASSET, NCSF or NGS upon the acceptance of the respective Trustee of a Deed of Adoption, duly signed and executed by each employer and the respective Trustee.
- (d) An employee shall become eligible to join HESTA, ASSET, NCSF or NGS from the beginning of the first pay period commencing on or after the employee's date of engagement.

## 22.3 Benefits

- (a) Except as provided in paragraphs (c) and (d) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions to the respective Trustee at the rate of three per cent of the employee's basic earnings.
- (b) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective Fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Part-time and Casual Employees

An employer shall pay contributions pursuant to this clause in respect of a part-time employee employed by them if the basic earnings of the employee exceed \$200 for that calendar month.

An employer shall pay contributions pursuant to this clause in respect of a casual employee employed by them for any calendar month in which the basic earnings of the employee exceed \$200 for that calendar month.

- (e) Where a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this clause and of the action to be taken by the employee to obtain the benefit of those entitlements.
- (f) Notwithstanding the date upon which an employee signs an application form, contributions in accordance with paragraph (a) of this subclause shall be made from the date when the employee became eligible for membership.

#### 22.4 Records

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

#### 22.5 Exemptions

Employers of employees who are eligible to become contributors to the following superannuation funds or any scheme/s replacing such funds shall be exempt from the provisions of this clause:

State Superannuation Fund  
State Public Service Superannuation Scheme  
Public Authorities Superannuation Scheme

### 23. Enterprise Consultation

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

### 24. Labour Flexibility

- 24.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.
- 24.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 24.3 Any direction issued by an employer pursuant to subclauses 24.1 and 24.2 of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### 25. Area, Incidence and Duration

25.1 This award shall apply to teachers employed in licensed child care centres under the *Children and Young Persons (Care and Protection) Act 1998*:

- (i) attached to or operated by a Catholic non-government school, but excluding the following Catholic schools:

St Vincent's College  
Rosebank College  
Stella Maris College  
Kincoppal, Rose Bay

- (ii) operated by a Catholic diocese, Catholic religious order or Catholic Parish; or

- (iii) operated by the following organisations:
- (a) Society of St Vincent de Paul;
  - (b) AMIGOSS Co-operative Ltd;
  - (c) Camperdown Child Care Centre Ltd;
  - (d) Wunanbiri Pre-School Inc.

25.2 It shall not apply to teachers employed under the Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award 2006 published 19 May 2006 (359 I.G. 307) or the Teachers (Non-Government Pre-Schools) (State) Award 2006 published 19 May 2006 (359 I.G. 275), or their replacement.

**NOTATION:**

In the event that the Catholic Hierarchy, Province of Sydney, makes an application to vary this clause, such application shall be formally served on the Employers' Federation of New South Wales at the same time as other interested parties are served with the application.]

25.3 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Teachers (Catholic Early Childhood Service Centres and Pre-Schools) (State) Award 2006 published 30 August 2002 (335 I.G. 1352) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 October 2008.

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

**PART B**

**MONETARY RATES**

**Table 1 - Rates of Pay**

**For Teachers Employed in an Early Childhood Service Centre**

The following minimum rates shall apply from the first full pay period on or after date specified.

Classification/ Incremental Salary Step	1 January 2007 3% Per annum \$	1 January 2008 4.5% Per annum \$
All Other Teachers Incremental Salary Step		
Step 1	32,106	33,551
Step 2	32,879	34,359
Step 3	33,747	35,266
Step 4	34,960	36,533
Step 5	36,437	38,077

Two Years Trained Teachers Incremental Salary Step		
Step 1	35,010	36,585
Step 2	38,787	40,532
Step 3	40,761	42,595
Step 4	42,889	44,819
Step 5	44,861	46,880
Step 6	46,903	49,014
Step 7	49,169	51,382
Step 8	50,409	52,677
Step 9	51,631	53,954
Three Years Trained Teachers Incremental Salary Step		
Step 1	40,339	42,154
Step 2	42,391	44,299
Step 3	44,609	46,616
Step 4	46,654	48,753
Step 5	48,778	50,973
Step 6	51,134	53,435
Step 7	52,423	54,782
Step 8	53,698	56,114
Step 9	55,835	58,348
Step 10	58,070	60,683
Step 11	59,635	62,319

**Table 1 - Rates of Pay****For Teachers Employed in an Early Childhood Service Centre Cont.**

Classification/ Incremental Salary Step	1 January 2007 3% Per Annum \$	1 January 2008 4.5% Per Annum \$
Four Years Trained Teachers Incremental Salary Step		
Step 1	42,892	44,822
Step 2	45,551	47,601
Step 3	48,112	50,277
Step 4	50,951	53,244
Step 5	53,594	56,006
Step 6	55,835	58,348
Step 7	58,070	60,683
Step 8	60,586	63,312
Step 9	63,010	65,845

**Table 2 - Rates of Pay****For Teachers Employed in a Pre-School**

The following minimum rates shall apply from the first full pay period on or after date specified.

Classification/ Incremental Salary Step	1 January 2007 3% Per annum \$	1 January 2008 4.5% Per annum \$
Two Years Trained Teachers Incremental Salary Step		
Step 1	33,663	35,178
Step 2	37,294	38,972
Step 3	39,192	40,956
Step 4	41,241	43,097
Step 5	43,135	45,076
Step 6	45,101	47,131
Step 7	47,277	49,404
Step 8	48,468	50,649
Step 9	49,645	51,879
Step 10	50,988	53,282

**Table 2 - Rates of Pay****For Teachers Employed in a Pre-School Cont.**

Classification/ Incremental Salary Step	1 January 2007 3% Per Annum \$	1 January 2008 4.5% Per Annum \$
Three Years Trained Teachers Incremental Salary Step		
Step 1	38,788	40,533
Step 2	40,761	42,595
Step 3	42,892	44,822
Step 4	44,861	46,880
Step 5	46,901	49,012
Step 6	49,169	51,382
Step 7	50,409	52,677
Step 8	51,632	53,955
Step 9	53,692	56,108
Step 10	55,834	58,347
Step 11	57,344	59,924
Four Years Trained Teachers Incremental Salary Step		
Step 1	41,241	43,097
Step 2	43,795	45,766
Step 3	46,261	48,343
Step 4	48,994	51,199
Step 5	51,534	53,853
Step 6	53,692	56,108
Step 7	55,834	58,347
Step 8	58,256	60,878
Step 9	60,586	63,312

**Table 3 - Director's Allowances**

The following minimum rates shall apply from the first full pay period on or after date specified.

Units	1 January 2007 3.5%	1 January 2008 4%
1	4,619	4,804
2	5,640	5,866
3	7,041	7,323
4	8,792	9,144

**Table 4 - Other Rates and Allowances**

Item No	Clause No	Description	Amount \$
1	3.4(a)	Travel Allowance	51 cents per kilometre

**Table 5 - Authorised Supervisor's Allowance (Clause 6.3(i) & (ii))**

The following minimum rates shall apply from the first full pay period on or after date specified.

Units	1 January 2007 3.5% Per Annum \$	1 January 2008 4% Per Annum \$
1	1,450	1,508
2	1,770	1,841
3	2,214	2,303
4	2,767	2,878

**Table 6 - Authorised Supervisor's Allowance (Clause 6.3(ii))**

The following minimum rates shall apply from the first full pay period on or after date specified.

Units	1 January 2007 3.5% Per Annum \$	1 January 2008 4% Per Annum \$
1	2,902	3,018
2	3,541	3,683
3	4,427	4,604
4	5,533	5,754

## PART C

### REDUNDANCY

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the Award.
- 1.2 This Part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- 1.4 This Part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
2. Employers duty to Notify and Discuss
- 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 ‘Significant effects’ include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
3. Discussions before terminations
- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
4. Notice for Changes in Production, Program, Organisation or Structure
- 4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from ‘production’, ‘program’, ‘organisation’ or ‘structure’ in accordance with clause 2 of this Part.
- 4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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



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

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

#### 4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

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

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

#### 4.3 Time off during the notice period

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

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

#### 4.4 Employee leaving during the notice period

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

#### 4.5 Statement of employment

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

#### 4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 4.7 Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

## 4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

## 5.0 Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

## 5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

(680)

**SERIAL C6770**

## **TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1456 of 2008)

Before Commissioner Macdonald

24 September 2008

### **VARIATION**

1. Delete Part B, Rates of Remuneration, of the contract determination published 24 October 1997 (301 I.G. 1082) and insert in lieu thereof the following:

### **PART B**

#### **RATES OF REMUNERATION**

Item	2 Axles (\$)	3 Axles (\$)	4 Axles (\$)	5 Axles (\$)	6 Axles (\$)	7 Axles (\$)
1. Loading Rate	16.666	25.950	31.516	37.498	40.381	43.875
1A. Extra capacity (per cubic metre)	2.871	2.871	2.871	2.871	2.871	2.871
2. Kilometre Rate (0-8)	4.191	6.528	7.928	9.434	10.156	11.037
2A. Extra Capacity (per cubic metre)	0.724	0.724	0.724	0.724	0.724	0.724
3. Kilometre Rate (over 8-25)	3.878	6.040	7.337	8.729	9.403	10.216
3A. Extra Capacity (per cubic metre)	0.669	0.669	0.669	0.669	0.669	0.669
4. Kilometre Rate (over 25)	3.594	5.595	6.799	8.091	8.706	10.216
4A. Extra Capacity (per cubic metre)	0.621	0.621	0.621	0.621	0.621	0.621
5. City Rate	9.974	15.531	18.863	29.334	32.788	36.123
5A. Extra Capacity (per cubic metre)	1.725	1.725	1.725	1.725	1.725	1.725
6. Hourly Rate	54.640	85.080	103.370	122.896	132.353	150.598
6A. Extra Capacity (per cubic metre)	9.451	9.451	9.451	9.451	9.451	9.451
7. Ramp Rate	4.455	6.936	8.423	13.100	14.643	16.129
7A. Extra Capacity (per cubic metre)	0.770	0.770	0.770	0.770	0.770	0.770
8. Large Material	16.231	25.276	30.698	47.746	53.362	58.785
8A. Extra Capacity (per cubic metre)	2.809	2.809	2.809	2.809	2.809	2.809

2. This variation shall take effect from the first pay period to commence on or after 24 September 2008.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

(687)

SERIAL C6631

## TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 947 of 2008)

Before Commissioner McKenna

4 July 2008

### AWARD

1. Delete subclauses (vi), (vii) and (viii) of clause 2, Cartage Rates of the determination, published 14 August 1992 (271 I.G. 78), and insert in lieu thereof the following:
  - (vi) Where:
    - (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
    - (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
    - (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;
 

the principal contractor may reduce the cartage rates payable in Annexure "A" of this determination up to a maximum reduction of 5.57% of the rate otherwise payable to the carrier for the performance of that contract of carriage.
  - (vii) Should a carrier become ineligible to claim a rebate pursuant to the scheme or the scheme is abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to subclause 2(vi).
  - (viii) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclauses 2(vi) and (vii).
2. Delete Schedule 1: Quantity/Distance and Hourly Hire Rates, of Annexure "A", Cartage Rates, and insert in lieu thereof the following:

### SCHEDULE 1

#### QUANTITY/DISTANCE AND HOURLY HIRE RATES

Symbol	Item	Rate (\$)	Unit
F.F	Flag Fall	3.973	Per Tonne
A		0.234	Per Tonne
B		0.213	Per Tonne
C		0.201	Per Tonne
D		0.180	Per Tonne
E		0.170	Per Tonne
F		0.160	Per Tonne
G		0.152	Per Tonne
H	Large Material	1.196	Per Tonne
I	Large Material 600+ material	2.022	Per Tonne

Hourly Rates - non permitted in external dumping			
J	2 Axle Vehicle	54.76	Per Hour
K	3 Axle Vehicle	65.88	Per Hour
L	4 Axle Vehicle	76.40	Per Hour
M	5 Axle Vehicle	98.44	Per Hour
N	6 Axle Vehicle	104.12	Per Hour
Hourly rates for vehicles involved in internal dumping			
O	2 Axle Vehicle	72.42	Per Hour
P	3 Axle Vehicle	75.78	Per Hour
Q	4 Axle Vehicle	87.86	Per Hour
R	5 Axle Vehicle	113.24	Per Hour
S	6 Axle Vehicle	118.13	Per Hour

3. Delete Schedule 1: Procedures, Schedule 2: Cost Component Formula, and Schedule 3, Benchmarks, of Annexure "B", Rise and Fall Formula, and insert in lieu thereof the following:

## **SCHEDULE 1**

### **PROCEDURES**

1. Variations to the rates detailed in Annexure "A" shall be made by the Industrial Relations Commission of New South Wales upon application.
2. Variations shall be established by ascertaining the percentage change in the various cost components contained at Schedule 3, Benchmarks from the time the last variation of the rates was calculated to the specified Review Date:
  - 2.1 The Review Date shall be:
 

1st June.
  - 2.2 If for any reason a relevant figure is not available or obtained at the Review Date the latest available figure is to be taken. Adjustment will be made when figures are next determined for the difference between figure at the Review Date and the figure used as calculated above.
  - 2.3 The latest available figures for each component will then be expressed as a percentage increase of the figure last used for that component in the previous rise and fall calculation.
  - 2.4 The Percentage Increase/Decrease calculated for each component is then to be applied to the percentage of total cost of that component to drive the new percentage of Total Cost figure.
  - 2.5 The sum of the new percentage of Total Cost figures minus 100% shall be the Percentage Increase to apply. All costs are to be the latest available from the source reference as at 1 June. All rates for symbols F.F. and A through to I are to be expressed to 3 decimal points. When preparing schedules of rates payable per unit quantity for various distances, the rates for flag fall and the distance are to be calculated each using 3 decimal points and the final figure from the addition of the flag fall and the "distance" amount then rounded to two decimal points. When calculating rates per cubic metre, the final figure per tonne to 3 decimal points from the addition of the flag fall and the distance is to be multiplied by the relevant conversion factor, and the resultant figure then rounded to two decimal points to obtain the rate per cubic metre.
  - 2.6 Following each application of the formula, the cost components shall be re-weighted to indicate the new percentage.
  - 2.7 If the non-labour cost components increase between adjustments to the extent that it causes an increase to the total rate of 3 percent or more, then an interim adjustment to the rates may be applied for and made.

3. The resulting percentage change shall be applied to all rates in Schedule 1 of Annexure "A" hereto.
4. A variation to the rates shall not be retrospective in operation.
5. The variation to the rates shall be effective from the date determined by the Industrial Relations Commission (such date should not be before one month after the Review Date), provided that principal contractors have sufficient time to give appropriate notice to their customers.
6. The parties shall confer with a view to reaching agreement on any application for adjustment to the rates.

## SCHEDULE 2

### COST COMPONENT FORMULA

Component	New weighting
Wages inc Maintenance Labour	31.224
Fuel and Oil	27.700
Repair Parts	11.252
Tyres	3.713
Depreciation	9.282
Registration	2.852
Other Fixed Costs	13.977
<b>TOTAL</b>	<b>100</b>

## SCHEDULE 3

### BENCHMARKS

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components:

Component	Benchmark	Confirmed base	Source of figures to be used
Labour	Transport Industry - Quarried Materials State Award - Grade 2, Vehicle Class 3, Certified	\$621.80	NSW Industrial Gazette, or if latest rate not gazetted the latest Order of the Industrial Relations Commission of New South Wales
Fuel	Caltex Metro Card Price, per litre of Diesel for NSW, excluding GST	173.82 cents per litre (191.20 cents per litre less 1/11th GST)	Available on Caltex's Internet home page on 23 June 2008 at <a href="http://www.caltex.com.au/pricing_cardpricing.html">www.caltex.com.au/pricing_cardpricing.html</a>
Repair parts	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor Vehicle repair and servicing	156.70	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008

Tyres	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor vehicle parts and accessories	130.40	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008
Depreciation	ABS Consumer Price Index(CPI), Transportation Group, Private Motoring Motor vehicles	98.50	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008
Registration	Registration and Green Slip Insurance Cost (no excess cost) of a 3 axle truck, without trailer, working and garaged in the Sydney Metropolitan Area with a tare weight of 10 tonne and a registered GVM of greater than 16 tonne	Registration = \$1,071.91 made up of: \$52.00 - Rego Fee (no GST) \$859.00 - Road Usage Charge (no GST) \$160.91 Heavy Vehicle Inspections (including GST)  Green Slip = \$3,623 Total = \$4,694.91	Roads and Traffic Authority (Registration) and GIO Insurance (Green Slip)
Other Fixed Costs	ABS Consumer Price Index (CPI), Sydney All Groups	161.70	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008

4. This variation shall take effect on and from 18 July 2008.

D. S. McKENNA, Commissioner

---

Printed by the authority of the Industrial Registrar.



**WESTERN SYDNEY BUSES BUS OPERATORS' TRANSITWAY  
ENTERPRISE (STATE) AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6744 published 31 October 2008

(366 I.G. 1110)

(No. IRC 1494 of 2008)

**CORRECTION**

1. Renumber in clause 2, Arrangement, "46, Assistance With Job Applications", to read as "47, Assistance With Job Applications" and renumber remaining clause numbers to read as follows:
  48. Training For Acting In Bot 1 And Bot 2 Duties
  49. Alcohol And Drug Testing
  50. OHs Training
  51. Wage Increases
2. Delete in clause 46, Adoption Leave the paragraph numbering 45.1 to 45.13 to read as 46.1 to 46.13.
3. Renumber clauses 46 to 50 to read as 47 to 51.

G. M. GRIMSON *Industrial Registrar.*

---

Printed by the authority of the Industrial Registrar.

**WIRE DRAWN FERRIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ferrymen Pty Ltd.

(No. IRC 1795 of 2008)

Before Commissioner Tabbaa

3 October 2008

**VARIATION**

1. Delete subclause 8.3 of clause 8, Wages of the award published 14 September 2001 (327 I.G. 802), and insert in lieu thereof the following:
  - 8.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	Former Rate Per Week \$	SWC - 2008 Per Week \$	Total Rate Per Week \$
Master Engine Driver	607.80	24.30	632.10
General Purpose Hand	595.60	23.80	619.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	New Amount \$
1	8.2.1	Continuous Shift (day, afternoon and night)	43.68
2	8.2.2	Two Shift Roster (day and afternoon)	37.32
3	9.2	Meal Allowance	10.89
4	9.2	Meal Allowance	9.03
5	19.2	Board and Lodging Allowance	400.90
6	19.2	Living expenses incurred in the case of broken parts of a Week	57.01
7	20.3	Fares and Travelling Allowances Engine Capacity (cc) Up to 1600 1601 to 2600 over 2600	59.79 cents per km 68.72 cents per km 70.67 cents per km

3. This variation shall take effect on and from the first pay period to commence on or after 3 October 2008.

I. TABBAA, Commissioner

---

Printed by the authority of the Industrial Registrar.