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CONTENTS

Vol. 351, Part 4

10 June 2005

Pages 687 - 871

	Page
Awards and Determinations -	
Awards Made or Varied -	
Crown Employees (Court Officers Attorney General's Department)	(RIRC) 687
Independent Prepared Foods (Mascot) Enterprise Award 2001	(RIRC) 693
Luna Park Services Pty Ltd (ACN: 107 258 524) Enterprise Award 2003	(AIRC) 719
Electro Group and Australian Workers' Union, New South Wales Gas Training (State)	(AIRC) 737
Smorgon Steel Group - Reinforcing and Steel Products Division - Manufacturing and Grinding Media Waratah - Award 2004	(AIRC) 763
CFMEU Enterprise Award expiring 30 June 2006	(AIRC) 808
Westfield Design & Construction Pty Ltd Liverpool Shoppingtown Project	(AIRC) 823
Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award 2002	(RVIRC) 843
School Support Staff (Catholic Independent Schools) (State) Award 2001	(RVIRC) 844
Musicians' (Multi Media) (State) Consolidated	(RVIRC) 845
Musicians' (Live Performance) (State) Consolidated	(RVIRC) 846
Asphalt and Bitumen Industry (State) Award	(RVIRC) 847
Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2001	(RVIRC) 849
AWU New South Wales Thoroughbred Racing Board (State) Consolidated	(RVIRC) 850
Textile Industry (State)	(RVIRC) 856
Crown Employees (NSW Fisheries Salaries and Conditions of Employment)	(VIRC) 867
Transport Industry - Courier and Taxi Truck Industrial Committee	(ERR) 868
 Enterprise Agreements Approved by the Industrial Relations Commission	 869

(1624)

SERIAL C3609

CROWN EMPLOYEES (COURT OFFICERS ATTORNEY GENERAL'S DEPARTMENT) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4554 of 2004)

Before The Honourable Mr Deputy President Harrison

28 February 2005

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Transitional Arrangement
4.	Salaries
5.	Skill Development and Training
6.	Hours of Work
7.	Flexible Working Hours Scheme
8.	Overtime
9.	Leave
10.	Displaced Employees
11.	Deduction of Union Membership Fees
12.	Relationship to Other Awards
13.	Grievance and Disputes Resolution Procedure
14.	Anti-Discrimination
15.	Area Incidence and Duration

2. Definitions

"Court Officer" means all persons employed as such in the Office of the Sheriff of New South Wales, the District Court of New South Wales and the Supreme Court of New South Wales by the New South Wales Attorney General's Department or any administrative unit of New South Wales as Determined by the Director General of the New South Wales Attorney General's Department, whether on a full-time, Part-time or casual basis.

"Department" means the New South Wales Attorney General's Department.

"PEO" means Public Employment Office.

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

"Week" means Monday to Friday inclusive.

3. Transitional Arrangements

- (i) A Court Officer who, as at 31 October, 2001 had worked at least 35 hours per week for 40 weeks or more in the preceding twelve months and any other person identified by agreement between the parties as entitled to be treated as a Full-time Court Officer, will be offered employment as a Full-Time Court

Officer as a temporary employee within the meaning of section 31 of the *Public Sector Employment and Management Act 2002*.

- (ii) A Court Officer who, as at 31 October, 2001 has worked regular and fixed hours on the same number of days each week but less than thirty-five hours a week for at least 40 weeks in the preceding 12 months, and any other person identified by agreement between the parties as entitled to be treated as a Part-time Court Officer will be offered employment as a Part-time Court Officer as a temporary employee within the meaning of section 31 of the *Public Sector Employment and Management Act 2002*.
- (iii) At the making of this Award, employees who meet the criteria for Full-time or Part-time Court Officer positions will be identified, listed and offered available full-time or part-time positions. If accepted they will be employed pursuant to the *Public Sector Employment and Management Act 2002*. If an employee rejects a position, s/he will be removed from the list.
- (iv) The employment of Court Officers who become temporary Full-time or Part-time Court Officers pursuant to this Award under the transitional arrangements will be subject to the sufficiency of work at the Court Officer's current location or any other court location within reasonable distance to which the Court Officer may be prepared to move. Any dispute about any question of the sufficiency of work will be dealt with pursuant to Clause 11 of this Award.
- (vi) The Department undertakes that section 31 of the *Public Sector Employment and Management Act 2002* will not be applied to those employees who become Full-time or Part-time Court Officers in such a way as to bring to an end their employment while there remains useful court work and associated duties for them to perform.
- (vii) Full-time and Part-time Court Officers may be assigned to any court within reasonable travelling distance as required and may be required to undertake work in and out of court, consistent with the duties currently undertaken by court officers.

4. Salaries

- (i) The salaries in this Award will be adjusted in accordance with the Crown Employees (Public Sector - Salaries 2004) Award.
- (ii) The salary payable to a Court Officer shall be as follows:

Classification	Grade	Year	Salary
Court Officer	Grade 1	1st year	\$31,352
Court Officer	Grade 1	2nd year	\$32,790

- (iii) Casual Court Officers shall be paid on the basis of an hourly rate equivalent to 1/38 of the applicable weekly salary, which is calculated by dividing the annual salary rate by 52, together with a loading of 15%.

5. Skill Development and Training

The Department will assist Court Officers to maintain standards by making training available from time to time on a needs basis in relation to court practices and protocol.

6. Hours of Work

Standard hours of work for Full-time Court Officers are 38 hours per week subject to local arrangements as to the contract hours at the workplace level. The current local arrangement of 35 hours per week in the Supreme Court will be continued as a local arrangement.

The Department may require a staff member to perform duties beyond the hours determined under this clause but only if it is reasonable for the staff member to do so. A staff member may refuse to work additional hours

in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

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

7. Flexible Working Hours Scheme

The Department's Flexible Working Hours Scheme will apply to Full-Time and Part-time Court Officers but not casual Court Officers. It is acknowledged that in settling working hours for employees covered by this Award, those employees must be available to attend in court during court hours.

8. Overtime

All Court Officers, whether employed on a Full-Time, Part-time or Casual basis who are directed to work overtime pursuant to Clause 92(a) of the Crown Employees (Public Service Conditions of Employment 2002) Award shall be paid overtime in accordance with Clause 94 of the Crown Employees (Public Service Conditions of Employment 2002) Award.

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

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

9. Leave

Full-Time and Part-time Court Officers but not casual Court Officers shall be paid leave in accordance with clause 70 to 88 inclusive of the Crown Employees (Public Service Conditions of Employment 2002) Award. Leave entitlements will be rostered to coincide with court vacations to the extent it is possible to do so.

10. Displaced Employees

In the event that the Department decides to appoint permanent officers, and the effect of such appointments is to displace any Full-time or Part-time Court Officer, such employees will be managed pursuant to the Managing Displaced Employees Policy.

11. Deduction of Union Membership Fees

- (i) The Association shall provide the employer with a schedule setting out Association membership fees payable by members of the Association in accordance with the Association's rules.
- (ii) The Association shall advise the Authority of any change to the amount of membership fees made under its rules. Any variation to the schedule of Association membership fees payable shall be provided to the Authority at least once a month in advance of the variation taking place.
- (iii) Subject to (i) and (ii) above, the Authority shall deduct Association membership fees from the salary of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the Authority to make such deductions.
- (iv) Monies so deducted from officers' salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile the and credit subscriptions to officers' Association membership accounts.

12. Relationship to Other Awards

This award shall be reviewed in light of any variation to the Crown Employees (Public Service Conditions of Employment) Award 2002, or an award replacing it, in so far as it may affect clauses referred to in this award.

Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2002, the arrangements in this award shall prevail.

13. Grievance Procedure

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (ii) A Court Officer is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate manager, the Court Officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the Court Officer until the matter is referred to the Department.
- (v) The Department may refer the matter to the PEO for consideration.
- (vi) If the matter remains unresolved, the Department shall provide a written response to the Court Officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (vii) A Court Officer, at any stage, may request to be represented by the Union.

- (viii) The Court Officer or the Union on their behalf, or the Department may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (ix) The Court Officer, Union, Department and PEO shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (x) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Court Officer or member of the public
- (xi) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that make it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including where required, to the Departmental Head or Delegate.
- (xii) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

14. Anti-Discrimination

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.

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.

- (1) 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.
- (2) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to person 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.
- (3) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

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

15. Area, Incidence and Duration

This Award shall apply to all persons employed as Court Officers in the Office of the Sheriff of New South Wales, the District Court of New South Wales, the Supreme Court of New South Wales, the Land and Environment Court of New South Wales in the New South Wales Attorney General's Department or in any administrative unit of New South Wales as determined by the Director General of the New South Wales Attorney General's Department. It shall have effect from the first pay period on or after 28 November 2001 and shall remain in force for a period of three years from the date of commencement.

This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Court Officers Attorney General's Department) Award published 9 August 2002 (335 I.G. 751).

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

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

R. W. HARRISON *D.P.*

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(1596)

SERIAL C3581**INDEPENDENT PREPARED FOODS (MASCOT) ENTERPRISE
AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4637 of 2004)

Before Mr Deputy President Sams

18 February 2005

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

Clause No.	Subject Matter
1.	Arrangement
2.	Application
3.	Parties Bound
4.	Objectives of Award
5.	Code of Conduct
6.	Definitions
7.	Award Supply
8.	Relationship to other Awards
9.	Duration of Award
10.	Contract of Employment
11.	Probation Period
12.	Redundancy
13.	Grievance and Dispute Settlement Procedures
14.	Saturday and Sunday Work
15.	Wages
16.	Classification Structure
17.	Payment of Wages
18.	Superannuation
19.	Hours of Work
20.	Rostered Days Off
21.	Meal Breaks and Rest Pauses
22.	Overtime
23.	Annual Leave
24.	Annual Leave Loading
25.	Public Holidays
26.	Sick Leave
27.	Jury Service
28.	Parental Leave
29.	Paid Stop Work Meetings
30.	Long Service Leave
31.	Personal/Carers Leave
32.	Bereavement Leave
33.	Uniforms & Protective Clothing
34.	Meals Allowance
35.	Role of the Union

36. No Reduction in Wages
37. Mixed Functions
38. Anti-Discrimination
39. Area, Incidence and Duration
40. Review of Award

PART B

MONETARY RATES

Table 1 - Wages Rates - Permanent Full Time Rates of Pay

Table 2 - Wage Rates - Casual Employees

Table 3 - Other Rates

2. Application

This Award shall apply to all employees as classified herein, who if not for this award would be covered by the terms of the Caterers Employees (State) Award and who are employed by IPF Foods Pty Limited trading as Independent Prepared Foods at their operation located at 43 Hutchinson Street, St. Peters.

3. Parties to the Award

The Parties to this Award are:

- (i) The Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch; and
- (ii) IPF Foods Pty Limited (ABN 49 101 101 642) trading as Independent Prepared Foods located at 43 Hutchinson Street, St. Peters.

4. Objectives of the Award

The key objectives of this award are:

- (i) The establishment of ownership, flexibility and self esteem in employees' work which will contribute to loyalty to both the customer and the employer.
- (ii) To implement and enhance multi-skilling of employees so as to provide them with satisfying work and career opportunities.
- (iii) To maximise full-time employment opportunities within the constraints of contract requirements.
- (iv) To establish profitable contracts through the provision of highest quality services to our customers
- (v) in order to maximise contract retention.

This will be achieved through:

- (i) Employees having the opportunity to achieve their full potential within the context of the business.
- (ii) The willingness of employees to accept total flexibility of jobs and duties across the contract site/s subject only to competency and within statutory/legislative requirements to perform particular tasks.
- (iii) The development and maintenance of consultative practices in matters, which have an impact on the working environment.

To ensure the meeting of objectives of this Award the parties agree that the following measures form an integral part of the Employer's operations:

- (i) The Employer and its employees will constantly seek improvements in safety, work organisation, quality and any other areas which will enhance the quality of the working environment, customer service and the effectiveness of the operations.
- (ii) The avoidance of any action, which disrupts or impedes delivery of services by the prompt resolution of employee concerns through effective communication and the agreed processes of consultation and grievance handling.
- (iii) The training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the Employer.
- (iv) The undertaking of work in a flexible and efficient manner.
- (v) The development of working relationships between employees and management to promote mutual trust, teamwork, open communication of relevant information and ideas, and cooperation generally.
- (vi) The maintenance of standards of conduct and attendance necessary to ensure a safe and efficient operation.

5. Code of Conduct

- (i) The Employer and its employees will strive for best practice in all things.
- (ii) Potential conflicts of interest should be avoided and action taken to remove the conflict.
- (iii) Employer and employee confidential information shall be kept confidential.
- (iv) The provision of a workplace where, through employee consultative policies and training for all employees, discrimination and sexual harassment does not occur.

6. Definitions

- (i) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (ii) "Employer" means IPF Foods Pty Limited (ABN 49 101 101 642) trading as Independent Prepared Foods, 43 Hutchinson Street, St. Peters.
- (iii) "Parent Award" shall mean the Caterers Employees (State) Award as varied.

7. Award Supply

A copy of this Award as varied from time to time shall be maintained at the Site by the Employer and shall be available for inspection at any time by an employee covered by this Award.

8. Relationship to Parent Awards

This Award shall be read and interpreted wholly in conjunction with the Parent Award, the Caterers Employees (State) Award, provided that where there is inconsistency between this Award and the Parent Award, then this Award shall apply to the extent of the inconsistency. Any subject not dealt with shall be as provided in the Parent Award.

9. Duration of Award

This award shall operate on and from 11 September 2001 for a period of 2 years.

10. Contract of Employment

(i) An employee shall on or prior to commencing employment, be provided by the Employer with a written statement outlining the employee's:

(ii)

(a) employment category, which shall be either:

full time,

part time, or

casual,

(b) classification level;

(c) ordinary hours of duty;

(d) rate of pay, and

(e) date of appointment.

and in addition an employee shall be provided with Union membership application forms.

(iii) Employment Category - Definitions

(a) "Full-time Employee" means an employee engaged by the week or fortnight who is rostered to work an average of 38 ordinary hours per week over a 4 week period.

(b) "Part-time Employee" means an employee engaged by the week or fortnight who is rostered to work an average of less than 38 hours per week over a 4 week period.

(c) "Casual Employee" means an employee engaged and paid as such but shall not include an employee as defined in paragraph (a) of this subclause.

(iv) Notice of Termination

(a) The employer may terminate the employment of a full-time employee by giving the amount of notice set out below for the employee's period of continuous employment or by paying the employee the monies the employee would otherwise have earned during this period.

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) Nothing in this clause shall affect the right of the employer to dismiss an employee without notice or without any paying any monies instead of notice if the employee has acted dishonestly in employment, the employee has unreasonably failed to carry out a direction properly given to them by a person in charge, or the employee has otherwise behaved so badly as to justify being dismissed without notice.

- (c) A full-time employee when leaving employment must give the employer at least one week's notice or the employer may deduct from wages owing any part of the notice period not worked. The employer shall not terminate an employee's employment only because the employee has given notice.
- (d) On termination of employment for any reason, the employer will give a full-time employee a certificate of service stating how long the employee had worked for the employer and what job the employee did.
- (v) **Multiskilling**
 - (a) The 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 intent of this Award.
 - (b) The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
 - (c) Any direction issued by the Employer pursuant to the above paragraphs shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

11. Probation Period

All new employees will undergo a probationary period, which shall be a maximum of 14 days duration. During the probationary period a new employee will be required to undertake such training as to allow competency assessment as to suitability for a permanent position.

- (i) Employees engaged as full-time without any previous service with the employer may be employed on probation for the first 14 days of employment, during which period the employee may be terminated with 1 days notice.
- (ii) The work of employees on probation will be assessed by the employer and the employee will be told no later than 14 days after the employer has stated whether the employee will continue in employment after the probation period.

12. Redundancy

- (i) **Application**
 - (a) This clause shall apply in respect of full time and part time employees as set out in Clause 11 subclause (ii) - Contract of Employment.
 - (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause (v) of this clause.
 - (c) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the employer shall be no more than to give such employees an advanced indication of the impending redundancy at the first reasonable opportunity, and to take all such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

- (a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the 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 or employees to other work or locations and the restructuring of jobs.
- (c) Provided that where this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(iii) Employers Duty to Discuss Change

- (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (ii) of this clause.
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Discussions Before Terminations

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be 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.

(v) Notices for Changes in Production, Program, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (ii) of this clause.

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

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

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

(vi) 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 paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 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.

(vii) 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.

(viii) 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.

(ix) 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.

(x) 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.

(xi) 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.

(xii) Transfer to Lower Paid Duties

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

(xiii) Severance Pay

Where an employee is to be terminated pursuant to subclause (v) of this clause, 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 of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

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

- (c) 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and all purpose allowances paid in accordance with this the Award.
- (xiv) Incapacity to Pay
- (a) Subject to an application by the employer and further order of the Industrial Relations Commission, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause.
- (b) 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 (xiii) of this clause will have on the employer.
- (xv) 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 (xiii) of this clause if the employer obtains acceptable alternative employment for an employee.

- (xvi) Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 14, Grievance and Dispute Settlement Procedures of this Award.

13. Grievance and Dispute Settlement 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 and resolution at higher levels of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (ii) Procedures Relating to Disputes, etc., Between Employers and their 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.
- (iii) The employer may be represented by their choice of representative and the employees may be represented by the Union for the purposes of each procedure.

14. Saturday and Sunday Work

- (i) All ordinary time worked by employees on Saturday shall be paid for at the appropriate rate for the ordinary hours worked for the relevant classification as set out in Tables 1 and 2 of Part B, Monetary Rates of this Award.
- (ii) All ordinary time worked by employees on a Sunday shall be at the appropriate rate for the ordinary hours worked for the relevant classification as set out in Tables 1 and 2 of Part B, Monetary Rates of this Award.
- (iii) All overtime worked on a Sunday shall be paid for at double time.
- (iv) Full-time employees and Casual employees shall be paid the appropriate hourly rate of pay for each classification as set out in Table 2 - Saturday, Sunday and Public Holiday Ordinary Time Hourly Rates and Table 3 - Overtime Hourly Rates, of Part B, Monetary Rates of this Award.

15. Wages

- (i) Full-time Employees

Full time employees shall be paid the appropriate minimum weekly rate of pay for each classification as set out in Table 1 - Wages Rates, of Part B, Monetary Rates of this Award.

- (ii) Part-time Employees

Part time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38. Other terms and conditions of this award (except for rostered days off) as applicable to full time employees shall apply to Part time employees on a pro rata basis.

- (iii) Casual Employees

Casual employees shall be paid the appropriate ordinary hourly rate of pay for each classification as set out in Table 2 - Wages Rates, of Part B, Monetary Rates of this Award.

- (iv) Casual employees are also entitled to be paid an additional 1/12 of the employee's ordinary pay, as defined in the *Annual Holidays Act 1944*, to pay for the employee's annual holiday entitlement as set out in Table 2. The Wages Rates, as set out in Table 2, of Part B, Monetary Rates of this Award include the 1/12th pro rata annual leave.
- (v) The Rates of Pay as prescribed in Table 1 and 2 - Wages Rates, of Part B, Monetary Rates of this Award, shall be varied at the same percentage and/or amount in accordance with any variations to Rates of Pay in the Parent Award.
- (vi) Saving Provision - All permanent employee's shall have a Saturday shift rostered as part of their ordinary hours, should the employer no longer offer a Saturday shift as part of an employee's ordinary time in their roster and the employee is required to work their ordinary hours Monday to Friday, the appropriate weekly rate pursuant to the parent award shall apply if the employee's weekly rate is less as a result of this change to their ordinary hours.
- (vii) In any event no employee shall receive any less than that provided for in the Parent Award.

16. Classification Structure

(i) Level 1 - Catering Assistant

- (a) Definition: A Catering Assistant Level 1 is an employee undertaking up to three months' on the job training so as to enable them to be employed as a Grade 2 employee. is responsible to the Team Leader and shall mean an employee who may be required to perform a range of duties which include any or all of the following:
 - (1) Appropriately trained tasks involved in the Preparation, Cook-Chill and Assembly sections of the facility.
- (b) The duties of a Catering Assistant shall include but is not limited to achieving product specifications in their assigned area, and the use of a knives to make all cuts of fruits and vegetables.
- (c) Characteristics of this Level are:
 - (1) Work is initially performed under close direction and supervision using established practices, procedures and instruction. Later, (within six weeks of commencement) work is likely to be performed under routine supervision with intermittent checking.
 - (2) Such employees at this Level shall undertake their duties in a safe and responsible manner performing routine functions requiring an understanding of clear straight forward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instruction/s.
 - (3) Rosters may rotate these employees across different sections of the facility in order to provide diversified work experience and job training.
- (d) A Catering Assistant Level 1 is undertaking up to 3 months on-the-job training so as to enable the employee to be employed as a Level 2 Catering Assistant.

(ii) Level 2- Catering Assistant - Slicer, Hot Kitchen Assistant

- (a) Definition: A Trainee Catering Assistant Level 2 shall mean an employee who may be required to perform a range of duties that include any or all of the following:
- (b) duties and functions outlined for Level 1 employees plus:
 - (1) Competent in the operation and use of slicing and dicing machines, Blast Chillers, Bratt Pans, fryers and ovens.
 - (2) More detailed training may be required in this position.
 - (3) Training and basic direct supervision of employees in a section of the facility
- (c) Characteristics of this level are:
 - (1) Employees at this Level have sufficient experience and/or training to enable them to carry out their assigned duties under routine supervision.
 - (2) An employee at this Level may provide assistance to employees at a lower Level and/or to less experienced employees at the same Level.
 - (3) Such employees shall undertake their duties in a safe and responsible manner and shall exercise discretion within their level of skills and training.

- (4) Rosters may rotate these employees across work areas in order to provide diversified work experience and on the job training.

(iii) Level 3 - Omlette Cook - Cleaner

- (a) Definition: A Catering Assistant Level 3 shall mean an employee who may be required to performed a range of duties which may include any or all of the following:
- (b) Duties and functions outlined for Level 1 employees plus:
 - (1) Operating specialised machinery for which the employee has received the appropriate level of training and holds any necessary licences.
 - (2) Maintenance and cleanliness of the kitchen areas and whose duties include but shall not be limited to removing of general waste from all areas, maintaining cleanliness of factory floors, cleaning of cooking equipment and assist in moving raw materials and finished products as is necessary or required.
 - (3) Competent in the preparation of basic omelettes and various egg cooking and other associated stove cooking duties, not being a person of trade qualifications.
- (c) Characteristics of this Level are:
 - (1) Employees at this Level have sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.
 - (2) Such employees shall undertake their duties in a safe and responsible manner.
 - (3) Having been trained in the procedures for handling and usage of Chemicals within the facility, employees at this Level will comply with these procedures.

(iv) Level 4 - Driver/Storesperson

- (a) Definition: A Level 4 Driver/Storesperson shall mean an employee who may be required to perform a range of duties which include any or all of the following:
- (b) Duties and functions outlined for Level 3 employees plus:
 - (1) Operating specialised machinery for which the employee has received the appropriate level of training and holds any necessary licences (eg forklifts, compactors).
 - (2) Delivery of product to suppliers for which the employee must hold a Class A drivers licence.
 - (3) Maintenance of the facility's Food Safety plan to the level to which the employee has been trained.
 - (4) Assist in the handling of stock including stock delivery, stock rotation and stock counting.
 - (5) Maintain assigned motor vehicles in a clean, hygienic condition.
 - (6) Report all vehicle damage and maintenance requirements in line with vehicle checklists.
 - (7) Competent in packing of orders of prepared product.

- (c) Characteristics of this Level are:
- (1) Responsible and accountable for their own work with checking related to overall progress. Such employees shall exhibit a degree of interpersonal and communication skills.
 - (2) Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge and may work unsupervised.
 - (3) Such employees shall undertake their duties in a safe and responsible manner and shall exercise discretion within their level of skills and training.
 - (4) Whilst driving Company vehicles employees must drive in a safe, responsible and courteous manner.
- (v) Level 5 - Team Leader
- (a) Definition: Level 5 Team Leader shall mean an Employee who may be required to perform a range of duties which may include any or all of the following:
- (b) All Level 5 Team Leader shall mean an Employee who may be required to perform a range of duties which may include any or all of the following:
- (1) Overall supervision of the work of other employees and who performs such work as and when is required by the employer.
 - (2) Supervising, training and co-ordinating of employees in one or more sections of the facility at Level 4 or below.
 - (3) Calculating requirements for customer orders, training and supervising of catering assistants.
 - (4) The Team Leader is also responsible for achieving daily production schedules and quality specifications of all products.
 - (5) Maintenance of the facility's Food Safety plan to the level to which the employee has been trained.
- (c) Characteristics of this Level are:
- (1) Responsible and accountable for their own work with checking related to overall progress. Such employees shall exhibit a degree of interpersonal and communication skills. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge and may work unsupervised.
 - (2) Such employees may be required to supervise employees at a lower level and/or to provide assistance to an employee as required.
- (iv) Level 6 - Cook-Chef
- (a) Definition: Level 6 - Cook shall mean a person with appropriate trade qualifications and an employee who may be required to perform a range of duties which include any or all of the following:

- (b) All Level 3 duties and functions, plus:
 - (1) Undertaking general cooking duties including a la carte cooking and working in various sections of the kitchen/s such as cold larder, butchering, main kitchen, banqueting, baking, pastry cooking and other such general cooking undertaken without supervision being a person with trade qualifications.
 - (2) Produce product to set specifications.
 - (3) Maintain the facility's Food Safety Plan to the level to which the employee has been trained.
 - (c) Employees at this Level are responsible and accountable for their own work with checking related to overall progress. Such employees shall exhibit a degree of interpersonal and communication skills. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge and may work unsupervised.
 - (d) Such employees may be required to supervise and train employees at a lower level and/or provide assistance to any employee as required.
 - (e) Supervising, training and co-ordinating of employees in one or more sections of a facility at Level 4 and below.
- (vii) Progression

In addition to the company nominated skill requirements, progression between levels is subject to a vacancy becoming available at a higher level and performance review outcomes will be considered when appointing employees to higher levels.

17. Payment of Wages

- (i) Wages shall be paid on a weekly basis by way of electronic funds transfer into a nominated bank.
- (ii) Payment will be offered within two (2) working days after completion of the pay period.

18. Superannuation

The subject is dealt with extensively by legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* and section 124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.

The required superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* are as set out in subclause (D), Contributions, of this clause.

Notwithstanding the above, the provisions in this award shall also apply.

- (A) Definitions - In this clause:
 - (i) "HOST-PLUS" means the HOST-PLUS Superannuation Fund established and governed by a Trust Deed and Rules (as may be amended from time to time).
 - (ii) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.

- (iii) "Ordinary Time Earnings" means:
 - (a) the award classification rate;
 - (b) any over award payment;
 - (c) any weekend and public holiday penalty rates earned by shift workers on normal rostered shifts forming the ordinary hours of duty when not worked as overtime;
 - (d) all allowances relating to work and conditions, other than expense related allowances.
- (B) Fund -
 - (i) For the purposes of this award, contributions made the employers in accordance with the provisions of subclause (D), Contributions, of this clause shall be paid to HOST-PLUS.
 - (ii) The employer shall become a participating employer by:
 - (a) forwarding to HOST-PLUS a signed Admission Agreement to become a participating employer by the end of the calendar month in which admission is sought; and
 - (b) acceptance by the Trustees of HOST-PLUS of the Admission Agreement.
 - (iii) The employer shall provide every employee who is not already a member of HOST-PLUS with a membership application form for HOST-PLUS upon commencement of employment. Subject to section 124 of the *Industrial Relations Act 1996*, each employee shall be required to complete such form and the completed form shall be forwarded to HOST-PLUS by the employer by the end of the calendar month in which employment commences.
- (C) Eligibility of Employees -
 - (i) An employee shall become eligible to join HOST-PLUS on the day of commencement of employment.
 - (ii) Subject to paragraph (i) of this subclause, an employee shall be enrolled in HOST-PLUS upon the acceptance by HOST-PLUS of a membership application form and shall, subject to the approval of the Trustees, be deemed to be a member of the scheme from the day of commencement of employment.
- (D) Contributions -
 - (i) Full-time and Part-time Employees - The employer shall contribute to HOST-PLUS, in respect of each employee, such contributions as are required to comply with the *Superannuation Guarantee (Administration) Act 1992*.
 - (ii) Casual Employees - The employer shall contribute to HOST-PLUS, in respect of each employee, such contributions as are required to comply with the *Superannuation Guarantee (Administration) Act 1992*, and the *Superannuation Guarantee Charge Act 1992*.
 - (iii) An employee shall not be required to contribute during any period of unpaid leave, such as sick leave or maternity leave. The employer shall not be required to contribute during any period when an employee is entitled to receive weekly workers' compensation benefits if a contribution is not required under the *Superannuation Guarantee (Administration) Act 1992* or under any Superannuation Guarantee Ruling issued from time to time by the Australian Taxation Office.

- (iv) The employer shall contribute to HOST-PLUS, on or before the 15th day of the following calendar month, the total of the weekly contribution amounts accruing for that previous month in respect of each employee.
- (v) The employer shall, in respect of each employee, pay into HOST-PLUS an amount required to meet the provisions of the federal legislation referred to in the preamble to this clause.
- (vi) Contributions in accordance with this clause shall be required to be made by the employer on behalf of any employee who was over the age of 65 years as at 1 July 1997. Contributions shall continue to be made on behalf of all employees until such time as an employee turns 70 years of age.
- (vii) The employer shall ensure that contributions made on behalf of an employee by the employer, in accordance with the provisions of this clause, are separately identified on the employee's pay slip on each occasion that wages are paid, and shall include such details as the name of the superannuation fund and the amount being contributed on the employee's behalf.

19. Hours of Work

- (i) Full-time employees will work an average of 38 ordinary hours per week over a 4 week period in accordance with this clause.
- (ii) Full-time employees will work not more than 5 consecutive days per week or, by agreement between the employer and the employee, not more than 20 days in a four-week period.
- (iii) Part-time employees will work not more than 5 consecutive days per week or, by agreement between the employer and the employee, not more than 20 days in a four-week period.
- (iv) Casual employees rostered to work will have a minimum start of 3 hours per shift.
- (v) Rosters
 - (a) The employer shall display a roster in a place accessible to all employees. The roster shall set out the starting, finishing and meal times for full-time employees for each week. The roster shall be posted at least seven days before its commencement.
 - (b) Subject to other clauses of this Award, employees must work at such times and on such days as the employer needs them. The employer cannot change the roster of a full-time employee without giving the employee seven day's notice, except in an emergency beyond the employer's control. The employer will discuss any changes with the employee and try to take into account the employee's family and personal needs.
 - (c) The ordinary daily working hours of full-time employees will not be more than ten hours in any one shift, not including the time taken for meal breaks. By agreement between the employer and the employee, may work up to 12 ordinary hours, including the time taken for a paid meal break, without the payment of a penalty under clause 23 Overtime.
 - (d) Full-time employees will be given ten clear hours off between finishing work on one shift and starting work on the next shift or paid double the employee's ordinary rate of pay for all time worked until the employee has had ten clear hours off.

20. Rostered Days Off

Where by mutual agreement between the Employer and the employee(s) a 38 hour week is, or has been, implemented on the basis of a rostered day off in each cycle of twenty working days, the following provisions shall apply;

- (i) Rostering:

- (a) Rostered days off shall be scheduled by mutual agreement between employees and the Employer.
- (b) Except as provided by (c), an employee shall be advised by the Employer at least four weeks in advance of the weekday the employee is to be rostered off.
- (c) The Employer with the agreement of the majority of employees concerned may substitute the day an employee is to be rostered off duty for another day in the case of a breakdown in machinery or to meet the requirements of the business.
- (d) An individual employee with the agreement of the Employer, may substitute the day such employee is rostered off duty for another day.
- (e) In the event that an employee is rostered off duty on a day, which coincides with payday, such employee shall be paid no later than the workday immediately following pay day.

(ii) Payment of Rostered Day Off

Full-time employees; For the purposes of the payment of rostered day's off, the employer shall divide the ordinary weekly rate by 40 and each employee shall be paid for 40 ordinary hours each week. In addition to this payment an employee shall be entitled to a rostered day off every 20 working days as defined in this clause.

(iii) Rostered Day Off Falling on a Public Holiday

In the event of an employees rostered day off falling on a public holiday, the employee and the Employer shall agree to an alternative day off duty as a substitute. Provided that in the absence of agreement the substituted day shall be determined by the Employer.

(iv) Work on Rostered Day Off Duty

Any employee required to work on a rostered day off shall be paid in accordance with the overtime provisions of this award.

(v) Sick Leave and Rostered Days Off

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

21. Meal Breaks and Rest Pauses

- (i) Full-time employees shall be entitled to a 30 minute lunch break between six and seven hours from the commencement of their shift or between 11:00am and 12:00noon at which time a meal should be supplied by the Employer.
- (ii) All employees shall be entitled to a fifteen minute crib break between one and one half hours and two and one half hours from the commencement of their shift at which time the Employer shall supply a bread roll and coffee/tea.
- (iii) All employees shall be entitled to a further fifteen-minute break between three and one half hours and four and one half hours from the commencement of their shift at which time the employer shall supply coffee/tea.
- (iv) The times referred to in subclauses (i), (ii) and (iii) of this clause may be varied by agreement and or if required by operational needs and delivery times.
- (v) Where it is not possible to grant a meal interval in any shift the said meal shall be treated as time worked and paid at the rate of time additional to the ordinary rate, as applicable to the employee, until released for a meal.

22. Overtime

- (i) Employees may be required to work overtime. The requirement to work overtime shall not be unreasonable and shall be structured to address the productivity and work continuance of the contract.
- (ii) In computing overtime each day shall stand-alone.
- (iii) Except as hereinafter provided all authorised time worked in addition to the rostered ordinary hours per day shall be paid for at the rate of time and a half for the first two hours and double time of the appropriate weekly rate thereafter.
- (iv) All time worked in excess of eight hours in one day shall be paid as overtime.
- (v) Except in emergency situations no more than twelve hours per shift inclusive of overtime shall be worked.
- (vi) All overtime worked on Sundays shall be paid at the rate of double time.
- (vii) Full-time employees and Casual employees shall be paid the appropriate hourly rate of pay for each classification as set out in Table 1 and 2 of Part B, Monetary Rates of this Award.
- (viii) The Rates of Pay as prescribed in Table 1 and 2 of Part B, Monetary Rates of this Award, shall be varied at the same percentage and/or amount in accordance with any variations to Rates of Pay in the Parent Award.
- (ix) In any event no employee shall receive any less than that provided for in the Parent Award.

23. Annual Leave

See *Annual Holidays Act 1944*.

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

24. Annual Leave Loading

- (i) After an employee has worked for the employer for 12 consecutive months the employer will pay the employee a loading of 17 1/2 per cent on the employee's annual holiday pay each time the employee takes holidays, or on termination of employment.
- (ii) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences referred to in subclause (i) of clause 24 Annual Leave, until at least five consecutive annual leave days are taken.

25. Public Holidays

- (i) The following days or the days observed as such shall be 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 or days proclaimed as public holidays throughout the State. The third Monday in February of each year, which shall be observed as the picnic day of the Union, also shall be a holiday for the purpose of this Clause.
- (ii) Full-time employees that work on any of the holidays prescribed by subclause (i) of this Clause shall be paid for at the rate of double time and one half of the appropriate weekly rate of pay with a minimum payment of four hours.

- (iii) Full-time employees whose weekly holidays prescribed in Clause 21, Rostered Days Off, of this Award, are given on any of the holidays prescribed by subclause (i), of this Clause, shall receive one of the following:
 - (a) an additional day's pay; or
 - (b) an additional day added to annual leave; or
 - (c) an additional day off with pay to be given with 28 days;
- (iv) An employee may be required to work on a public holiday upon which his rostered day off falls, in which case he shall be paid in accordance with subclauses (ii) and (iii) hereof.
- (v) Full-time employees and Casual employees that work on any of the holidays prescribed by subclause (i) of this Clause shall be paid the appropriate hourly rate of pay for each classification as set out in Table 1 and 2 of Part B, Monetary Rates of this Award.
- (vi) The Rates of Pay as prescribed in Table 1 and 2 of Part B, Monetary Rates of this Award, shall be varied at the same percentage and/or amount in accordance with any variations to Rates of Pay in the Parent Award.
- (vii) In any event no employee shall receive any less than that provided for in the Parent Award.

26. Sick Leave

- (i) An employee other than a casual employee, who completes not less than one months' continuous service with the employer shall become entitled to sick leave for each completed year of their employment with the employer as specified in subclause (ii) hereunder.
- (ii) Full time and Part time employees in their first year of employment shall accrue sick leave entitlements of five days in the first year . In the second and subsequent years an employee will be entitled to 8 days each year thereafter.
- (iii) Every employee absent from work through personal illness or injury on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or other evidence of illness, to the satisfaction of the Employer, such as a statutory declaration, and subject to the employee having promptly notified the Employer (within twenty four hours of the commencement of a shift unless unable to do so) of the illness and of the approximate period aforesaid shall, subject to the provisions herein, be entitled to payment in full for all time absent from work.
- (iv) Provided that it shall not be necessary for an employee to produce such a certificate if the absence from work on account of illness does not exceed one day. Where an employee has a record of recurring absences or sick leave the Employer shall, if it is considered appropriate to take such action, inform such employee that in the event of future absences a certificate will be required from a duly qualified medical practitioner.
- (v) Provided further that an employee on sick leave shall keep his or her employer informed as to the anticipated date for the resumption of normal duties.
- (vi) Sick leave shall be fully cumulative.
- (vii) The continuity of employment of an employee with an Employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:
 - (a) absence from work on leave granted by the Employer;

- (b) the employee having been dismissed or stood down by the Employer, or the employee having terminated employment with the Employer, for any period not exceeding three months;
 - (c) Provided that employee shall have been re-employed by that Employer.
- (viii) As of March 1, 1995, Where an employee accumulates 5 days of untaken sick leave in year then such employee shall have 1 days paid annual leave added to his/her entitlement for that year. For each additional accumulation of 5 days of untaken sick leave a further 1 days paid annual leave will be added.

27. Jury Service

- (i) An employee, other than a casual employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time that the employee would have worked had the employee not been on jury service.
- (ii) The employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

28. Parental Leave

An employee, other than a casual employee shall be entitled to maternity, paternity or adoption leave in connection with the birth or adoption of a child, subject to and in accordance with the relevant provisions of the Parent Award or the *Industrial Relations Act 1996*.

29. Paid Stop Work Meetings

Full-time employees, together with those casual employees rostered on at the time and on the day on which an authorised meeting is held, who are members of the Union shall be allowed two stop-work meetings per annum, authorised by the President and/or Secretary of the State Divisional Branch of the Union, without loss of ordinary pay, for the purpose of discussing matters affecting the Award, provided that the following conditions are observed:

- (i) At least 14 days notice of such meeting is given to the employer.
- (ii) The period of the meeting, which shall commence after 11.00 am on any day, shall be not more than two hours duration, including all necessary travelling time, and the employees rostered on shall return by 1.00 pm on that day.
- (iii) Payment shall be made for the period that the full-time employee was rostered for duty, or, in the case of a casual employee, for the time rostered on and the employee was in attendance at the meetings as set out in subclause (ii) above.
- (iv) The meeting shall be held at a time, which causes minimum disruption to the employers operation at the Site.
- (v) Payment of wages shall be made only upon the Employer being in receipt of satisfactory evidence of the employees attendance at the meeting.
- (vi) Skeleton crewing arrangements will be agreed upon between the Union and the Employer for the duration of the meeting.
- (vii) Employees who are not members of the Union and who are rostered for work on the day and for the duration of the stop-work meeting of Union members will be required to work as rostered.

- (viii) Where the operations at the Site are required to continue during the time of a meeting and sufficient employees who are not members of the Union are not available, Union members who freely volunteer to work during the time of the meeting shall be entitled to attend a separate paid stop-work meeting in accordance with this clause.

30. Long Service Leave

See *Long Service Leave Act 1955*.

31. Personal/Carers 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 subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 27, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide 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.

(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 member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(iii) Annual Leave

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

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Award.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime

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

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

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

(d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Award.

(v) 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.

(vi) 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.

32. Bereavement Leave

- (i) An employee, other than a casual employee, after one months continuous employment and on production of evidence satisfactory to that employer shall, on the death of a person prescribed in subclause (c) of clause 32, Personal/Carers Leave of this award, be granted a maximum of three days on full pay in any one year as compassionate leave;
- (ii) Provided that such leave shall be granted to an employee in respect to the death of a near relative outside of Australia if such employee attends the funeral and subsequently returns to the employees employment, in which case the payments for such leave shall be made to the employee upon such employees return. Provided furthermore, that where a memorial service in the year of the death is held within Australia for a death, compassionate leave of one days duration shall be provided where satisfactory evidence is produced to the employer.¹

33. Uniforms and Protective Clothing

- (i) All employees shall be supplied with a uniform or overalls. In the case of employees working full-time, the first issue shall be two uniforms or pairs of overalls.
- (ii) Employees required to launder their uniforms supplied by the employer shall be entitled to the payment of an allowance as provided for in Table 3 - Other Rates, of Part B, Monetary Rates of this Award.
- (iii) All employees required to work in wet conditions shall be supplied with protective waterproof clothing.
- (iv) All employees shall be supplied with safety glasses where required, by the employer.
- (v) All employees required by the employer to drive lifts and to wear a uniform shall have such uniform replaced as required by the employer.
- (vi) All items of uniform or protective clothing issued to employees shall remain the property of the employer.
- (vii) The Rates of Pay as prescribed in Table 3 - Other Rates, of Part B, Monetary Rates of this Award, shall be varied at the same percentage and/or amount in accordance with any variations to Rates of Pay in the Parent Award.
- (viii) In any event no employee shall receive any less than that provided for in the Parent Award.

34. Meals Allowance

- (i) When an employee is requested to work overtime which extends more than 60 minutes after the due ceasing time, and such overtime was not notified to the employee the previous day to the time the said overtime is to be worked, an employee shall be entitled to an allowance as provided for in Table 3 - Other Rates, of Part B, Monetary Rates of this Award.
- (ii) The Rates of Pay as prescribed in Table 3 - Other Rates, of Part B, Monetary Rates of this Award, shall be varied at the same percentage and/or amount in accordance with any variations to Rates of Pay in the Parent Award.
- (iii) In any event no employee shall receive any less than that provided for in the Parent Award.

35. Role of the Union

- (i) The Union commits itself to promoting a harmonious and productive workplace environment in which employees are committed to the organisation and every effort is made to ensure that agreed dispute settlement procedures are followed.

Nothing in this clause will require the employer to engage any person who in its opinion, is not qualified, is unable, or is not suitable to perform the necessary work.

- (ii) The Employer recognises that, as part of its role in representing its members and in contributing to the efficient operation of the employer, the Union will have the opportunity for representatives of its membership employed by the Employer to participate in dispute resolution and grievance handling procedures and consultations on training/workplace change and reform.
- (iii) In applying the terms of this Award to its employees the employer will make no distinction between employees who are members of the Union and employees who choose not to be members of the Union.
- (iv) The Employer will deduct Union membership dues, as levied by the Union in accordance with its rules, from the pay of employees who are members of the Union. Such monies collected will be forwarded to the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

36. No Reduction in Wages

No existing employee shall suffer any deduction in pay by virtue of the provisions contained in this Award.

37. Mixed Functions

An employee, who is required by the employer to carry out work on a temporary basis that carries a higher rate of pay, shall be paid the higher rate while doing that work. An employee required to perform work for which a lower rate of pay is applicable shall suffer no reduction in pay.

38. Anti - Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground 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.
- (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 practise of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

39. Area, Incidence and Duration

- (i) This award shall apply to all employees of the classes herein mentioned who are employed by IPF Foods Pty Limited (ABN 49 101 101 642) trading as Independent Foods.
- (ii) This award shall take effect from the first full pay period to commence on or after 11 September 2001 and shall remain in force for a period of two years.
- (iii) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) take effect on 18 February 2005.

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

40. Review of Award

The parties undertake to commence discussions on a replacement Award three months prior to the expiry date of this Award.

PART B

MONETARY RATES

Table 1A - Permanent Full Time Employees

Classifications	Column A Weekly Rate	Column B Ordinary Hourly Rate	Column C Saturday Ordinary Hourly Rate	Column D Sunday Ordinary Hourly Rate	Column E Public Holiday Hourly Rate	Column F Overtime T1/2 Hourly Rate	Column G Overtime Double Time Hourly Rate
	\$	\$	\$	\$	\$	\$	\$
Level 1	475.30	11.8825	15.6338	18.7618	31.2697	18.7618	25.0159
Level 2	475.54	11.8885	17.8328	23.7770	32.5722	19.5432	26.0577
Level 3	536.60	13.4150	20.1225	26.8300	35.3028	21.1817	28.2424
Level 4	578.13	14.4532	21.6799	28.9065	36.1331	21.6799	28.9065
Level 5	592.62	14.8155	22.2233	29.6310	40.4044	24.2425	32.3236
Level 6	706.92	17.6730	26.5095	35.3460	44.1823	26.5094	34.3458

Table 2 - Casual Employees, Hourly Rates Include Pro Rata Annual Leave

Classifications	Column A Weekly Rate	Column B Ordinary Hourly Rate	Column C Saturday Ordinary Hourly Rate	Column D Sunday Ordinary Hourly Rate	Column E Public Holiday Hourly Rate	Column F Overtime T1/2 Hourly Rate	Column G Overtime Double Time Hourly Rate
	\$	\$	\$	\$	\$	\$	\$
Level 1	475.30	16.2607	20.0132	23.7650	38.7759	23.7657	31.2706
Level 2	475.54	17.1718	20.8641	25.0979	40.4076	24.7728	32.5902
Level 3	536.60	18.3575	22.5939	26.8302	43.7755	26.8302	35.3029
Level 4	578.13	20.6736	22.4571	26.6577	43.4942	26.6577	35.0761
Level 5	592.62	23.4311	25.8588	30.7590	50.1016	30.7073	40.4044
Level 6	706.92	25.2281	26.3885	31.3365	51.1279	31.3365	4102323

Table 3 - Other Rates

Item No.	Clause No.	Description	Amount \$
1	34 (ii)	Uniform Allowance	7.10
2	35 (ii)	Meal Allowance	7.70

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

LUNA PARK PTY LTD (ACN: 107 258 524) ENTERPRISE AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 7111 of 2004)

Before Commissioner Macdonald

18 February 2005

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Parties
3.	Application
4.	Intention
5.	Term
6.	Definitions
7.	Classification & Rates of Pay
8.	Terms of Engagement
9.	Casual Employment
10.	Part-time Employment
11.	Fixed Term Employment
12.	Mixed Engagements
13.	Hours of Work
14.	Overtime
15.	Public Holidays
16.	Higher Duties
17.	Meal Breaks
18.	Sick Leave
19.	Personal/Carer's Leave
20.	Jury Service
21.	Annual Leave
22.	First Aid
23.	Injury & Incident Reporting
24.	Uniforms & Protective Clothing
25.	Alcohol & Drugs
26.	Breakages & Till Shortages
27.	Superannuation
28.	Payment of Wages & Related Records
29.	Anti-Discrimination
30.	Suspension & Investigation of Serious Misconduct
31.	Grievance & Dispute Settlement Procedure
32.	Right of Entry of Union Representatives, Duties & Rights of Union Delegates, Deduction of Union Dues
33.	Training
34.	General Conditions
35.	Adjustment of Rates
36.	Bonus Payments - Weekly Employees

PART B

Monetary Hourly Rates
Table One - Rates Applicable from the first pay period beginning on or after 1st March 2005.
Table Two - Rates Applicable from the first pay period beginning on or after 1st March 2005.

2. Parties

The parties to this award are Luna Park Services Pty Ltd: ACN: 107 258 524 and the Australian Workers Union, New South Wales.

3. Application

(a) This award shall apply to employees in the classifications and exercising the skills identified in Clause 7, 'Classification & Rates of Pay', employed in or around Luna Park by Luna Park Services Pty Ltd: ACN: 107 258 524 (the Company).

(b) Except in regard to the following provisions:

Annual Leave

Sick Leave

Jury Service

Superannuation

Personal Carer's Leave

Grievance and Dispute Settlement Procedure

Anti-Discrimination,

The conditions and terms of this award shall not apply to an employee of Luna Park Services Pty Ltd in receipt of an annualised salary package in excess of \$35,000 per annum.

(c) Nothing in this provision is to be taken to affect any right to make other salary arrangements.

4. Intention

This award demonstrates that the parties recognise the need for harmonious Employee and Industrial Relations for Luna Park Services Pty Ltd to realise its corporate goals.

The parties will work together to ensure that the people of Sydney, and the users of the facilities, generally, in and about Luna Park Sydney, will enjoy high levels of customer service, the maintenance of the Park's operations as a unique attraction, as well as a world class venue for corporate functions, leisure, entertainment and recreation.

5. Term

This award shall operate from March 1st 2004, and shall remain in force for a period of three (3) years thereafter. This award rescinds and replaces the Luna Park Services Pty Ltd Enterprise Award 2003 published 5 November 2004 (347 I.G. 146).

6. Definitions

Acting up means the circumstances when the provisions of Clause 16 (Higher Duties) operate.

Authorised Representative of the Union shall be workforce delegates, officers or employees of the Union, identified in writing by the Union.

Company's nominated Representative/Nominated Officer shall be the individual or class of individuals identified in writing by the General Manager of the Company, for the operation of the relevant sections of this award, to a party or individual who has a need arising from the operation of this award.

Ordinary Rate for weekly employees means the appropriate weekly loaded rates appearing in Tables One and Two of Part B Monetary Hourly Rates. These rates contain components to compensate for work on weekends, public holidays, evenings and early morning shifts.

Park means Luna Park either in whole or in relation to some of the activities associated with its operation, whether they be on-site or not.

The Company on all occasions means Luna Park Services Pty Ltd: ACN:

7. Classifications and Rates of Pay

(a) Classification Definitions:

Employees engaged under this classification structure will be classified by the Company into one of the following levels, according to their skills, experience, responsibilities and aptitude.

Luna Park Employee Level One

This is a training level.

A Level One Employee has no qualifications or relevant previous experience. They perform duties of a routine nature, requiring the use of minimal judgement and work under close supervision.

They shall display an ability to communicate with the public in a courteous and tactful manner. They shall have sound numeracy and literacy skills, and may be required to exercise basic key-board skills.

Aside from learning operational practises and procedures, their typical duties may include, light cleaning, assisting with some or all of the following, games, rides, ushering, retail transactions, and including general labouring and break-relief for other team members.

Progression to a Level Two role will depend on an employee having filled this Level for six months, and, upon successful application and availability of a position.

Luna Park Employee Level Two

A level Two Employee must have completed six months work at Level One, and have demonstrated a clear understanding of and the ability to work within the Park's policies and procedures, relevant to their operation at this Level in a safe, efficient and effective manner.

They shall be responsible for the quality of their own work, subject to routine supervision, working individually or in a team environment. They shall have demonstrated the ability to exercise discretion within their level of skills and training, working from detailed instructions and or procedures.

A Level Two Employee shall be able to operate across more than one role or functional grouping of roles.

A Level Two employee may be called upon to assist with the training of Level One Employees. Indicative tasks of a Level Two Employee are: guest relations, ticket selling, ticket taking, ushering, ride attending, games attending, retail assisting, food preparation assistance, first-aid assisting,

receptionist/ telephonist, break relief person, stores controlling, cleaning duties, assisting with maintenance duties.

Luna Park Employee Level Three

Progression or appointment to this Level shall be upon successful application, and the availability of a position.

A Level Three Employee works from complex instructions and procedures, assists with on the job training of staff, and may be required to co-ordinate work in a small team environment, whilst they work under general supervision.

Indicative tasks at this level include: functions co-ordination, food and beverage servicing, area supervision and crowd control, cash control and first- aid supervision.

Luna Park Employee Level Four

A Level Four Employee is someone with a specialist set of skills or knowledge, including trade or technical qualifications required in the usual operations of the Park and associated facilities, including electrical, electronic, mechanical and structural maintenance, and who may work as part of a team or alone.

Luna Park Employee Level Five

A Level Five Employee, as Duty Manager, or other middle management position designated by the Company, shall be responsible for the performance of staff rostered to work under them. They shall ensure that their team work to the required levels of customer service and in accordance with the established policies of the Company.

As a middle manager, shall be responsible for undertaking performance reviews of team members and making recommendations to Senior Management on staff development and disciplinary matters.

They shall exercise a degree of discretion within well-defined directions and responsibilities, and report regularly and directly to Senior Staff Management.

An employee at this Level shall be appointed in writing, except in the case of a weekly employee acting up to this level on a temporary basis, in which case they shall be paid in accordance with Table One of Part B, with their hourly rate of pay being commensurate with their training, skills and relevant experience. In all other aspects they shall be paid in accordance with the provisions of this award.

(b) Junior Rates:

Junior Employees shall be employed, subject to the following terms and limitations:

- (i) Employees less than 19 years of age shall not be required to perform functions or duties required of an employee properly classified as a Level Two Employee or above.
- (ii) Only employees aged 20 years and older shall be eligible for reclassification as Core Casuals, as provided in Clause 9 (b), Casual Employment. Employment prior to an employee's twentieth birthday shall not count towards the performance criteria relating to Core Casuals.
- (iii) Employees who are less than 20 years of age shall receive the following percentages of the appropriate Hourly Monetary Rate for the relevant classification:

At 16 years and under	55%
At 17 years	65%
At 18 years	75%
At 19 years	85%

At 20 years	100%
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Key Performance Indicators

- (a) The Company is highly committed to the philosophy that it values and recognises the contribution employees make to its overall performance, operations and success. The Company's Management, believe that feedback, encouragement and recognition with regard to on the job performance are critical in improving communications, management/employee relations and maintaining a high level of commitment and morale in the workforce.
- (b) Key Performance Indicators have been developed covering employees engaged under the provisions of this award. A copy of the Key Performance Indictors will be given, upon employment, or promotion to a new position, to each employee.
- (c) An employee's performance will be regularly reviewed against these indicators and they will be advised of the outcome of such reviews.

8. Terms of Engagement

- (a) An employee may be engaged under the terms of this Award as:
 - (i) a full-time weekly employee;
 - (ii) a part-time weekly employee;
 - (iii) a casual employee;
 - (iv) a fixed term weekly employee.
- (b) The employment of weekly employees (excluding casuals) may be terminated by one week's notice on either, side which may be given at any time, or by the payment by the Company or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the Company to dismiss an employee without notice in the case of an employee guilty of malingering, inefficiency, neglect of duty or misconduct.
- (c) Trial Period - Notwithstanding anything elsewhere contained in this award, the first 3 months of employment will be on a trial basis and may be terminated by 2 day's notice by either side. Provided that if the requisite notice is not given during this period the payment or forfeiture of 2 day's wages, depending upon when termination is effected, will be applied.
- (d) Notwithstanding anything contained in this award, the Company may deduct payment of wages for any day on which an employee cannot be usefully employed because of:
 - (i) any strike;
 - (ii) any breakdown of machinery; or
 - (iii) any stoppage of work unavoidable by the Company.

9. Casual Employment

- (a) General Provisions
 - (i) Casual employees are persons engaged and paid as such.
 - (ii) A casual employee will be paid the appropriate rate of pay for their skill level or classification or category, provided in Part B, Monetary Hourly Rates, Table One or Two, as is appropriate. These hourly rates include loadings include and statutory obligations under the *Annual Holidays*

Act 1944, or successor legislation, and components to compensate for work on evenings, early morning shifts, weekends and public holidays.

(iii) If wet weather threatens and the Company makes a decision not to open the Park the following provisions shall apply to casual employees:

- (1) If the decision is made not later than two hours before the employee's rostered starting time, the Company shall make a facility available for the employee to enquire by telephone in order to ascertain whether it is necessary to report for work. Should an employee report for work on an occasion when such a decision has been made, they shall be reimbursed the amount of fares, if any, they would have paid if they had travelled by public transport to reach the Park and return to their place of residence.
- (2) If that decision is made later than two hours before the scheduled rostered starting time, an employee reporting for work shall be paid for half of their minimum engagement.
- (3) If the Park is closed during a casual employee's shift, they will be paid for a minimum of four hours.

(b) Core Casuals

- (i) The status of "core employee" applies only to casual employees who have been confirmed as such in writing.
- (ii) The Company recognises that performance and attitude of the workforce are paramount to the ongoing success of Luna Park Sydney. Therefore consistent with the stated objectives of the parties in Clause 4 of this award to reward employees who are motivated and display an above average willingness to be flexible in regard to work arrangements, these employees will as far as practicable, have opportunity for promotion and or appointment to weekly employment, and higher hourly rates as Core Casuals under the provisions of this award.
- (iii) To be classified as a 'core casual' an employee will have one hundred percent rostered attendance for 400 hours or more; met all key performance criteria for their job, that shall include, but not be limited to consistently displaying the following characteristics:

Compliance at all times with all Company policies and Occupational Health and Safety regulations.

Presentation and image.

Willingness to work at lower levels when specifically requested by their Supervisor to do so.

Being reliable and consistent.

Displaying loyalty toward Luna Park and their customers.

Willingness to learn and upgrade skills.

Demonstrated a full understanding of Company policies and procedures relevant to them.

Preparedness to be flexible in relation to extended shift duties.

Consistently achieves above average performance relevant to their job description.

Is a trustworthy team player.

Willingly assists with the training and development of other employees.

Preparedness to work unsociable hours.

Being punctual.

- (iv) Where an employee fails to meet the above criteria on three separate occasions over a six months period without legitimate or substantiated cause, the status of 'core casual' will be taken from the employee, immediately that they are advised in writing as to the reasons for the revocation of status.
- (v) An employee shall not regain the status of 'core casual' until their performance is reviewed and they have reached the required level of performance, provided that such review is not carried out less than three months after the revocation.

10. Part-Time Employment

- (a) A part-time employee is one engaged, in writing, to work not less than sixty four ordinary hours, over a period of twenty eight days, and who is not engaged and paid as a casual.
- (b) A part-time employee shall receive the same benefits as those applying to weekly full-time employees under this award but on a pro rata basis.
- (c) A part-time employee can be required to work more than one shift in one day, provided that each work period is not less than four consecutive hours.

11. Fixed Term Employment

Where circumstances require a role to be filled on a short-term basis, weekly employees maybe engaged by the Company to meet the identified needs.

- (a) Employees engaged on a fixed-term basis shall be engaged in writing, with their classification, rate of pay and duration of engagement conveyed in a letter of appointment.
- (b) A fixed-term employee engaged for longer than four consecutive weeks shall be paid a pro- rata benefit in relation to Annual Leave at the point of termination.
- (c) In all other aspects a fixed-term employee shall receive pro rata the entitlements due to a weekly employee under this award.

12. Mixed Engagements

Nothing in this award shall be construed to prevent an employee engaged under a weekly contract of employment from being engaged as a casual employee. In all respects the engagements shall be treated separately.

13. Hours of Work

- (a) The ordinary hours of work shall not be more than an average of thirty eight per week over any twenty eight day period to be worked in shifts of not less than four consecutive hours nor not more than:
 - (i) Ten hours for weekly employees
 - (ii) Ten hours for casual employees, with each shift standing alone
- (b) All employees shall be notified by the Company of their working shifts by means of a roster placed in the staff room for each employee's perusal. At least seven days notice shall be given to the employee should any alteration of the working hours be intended, except in the case of emergency, or unforeseen circumstances, such as inclement weather, or where the employee(s) agrees to the alteration

- (c) Except as otherwise provided, each weekly employee shall have two days off each week if it is reasonably possible to arrange accordingly.
- (d) Full-time and part-time employees will be given ten clear hours off between finishing ordinary hours on one shift and starting ordinary hours of work on the next shift or be paid overtime for all time worked until the employee has had twelve clear hours off.

14. Overtime

- (a) All work performed in excess of the hours prescribed in sub-clause (a) of Clause 13, Hours Of Work, shall be paid overtime
- (b) Overtime shall be paid at the rate of:
 - (i) For, all weekly engaged employees, time and a half for the first two hours and double time thereafter on a daily basis, calculated on their ordinary rate of pay.
 - (ii) For, all casual employees, at the rate of time and a half for the first two hours and thence double time thereafter, calculated on a daily basis and to the nearest quarter of an hour, and based on their casual hourly rate
- (c) An employee may be required to work a reasonable amount of overtime by the Company and such employee shall work overtime in accordance with such requirement
- (d) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between work on successive days. An employee (other than a casual employee) who works so much overtime between the termination of work on one day and the commencement of ordinary work hours on the next day, and that employee has not had at least ten consecutive hours off duty between those times, shall be released after the completion of such overtime until ten consecutive hours off duty has been allowed without loss of pay for ordinary working time occurring during such absence

When such a break is not granted by the Company, the employee shall be paid double time for all time worked until the appropriate break is granted

- (e) The Company and the employee may agree to compensate for the working of overtime by allowing an equivalent amount of time off without penalty for actual time worked. The taking of such time shall be at a time requested by the employee and acceptable to the Company. Such arrangements shall be indicated in the time and wages records

15. Public Holidays

- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Christmas Day, Boxing Day and any other day gazetted as public holidays shall be public holidays for the purposes of this clause. The Company acknowledges and agrees that where a weekly employee works, they may substitute the abovementioned holidays for another day off, by agreement between the Company and the employee, to be taken within one month of the said holiday or adjacent to a period of annual leave.
- (b) Where a weekly employee is absent from employment on the working day (or part thereof) before, or the working day (or part thereof) after a public holiday (or group of public holidays) without reasonable cause, onus of proof of which will lie with the employee, the employee shall not be entitled to payment for the holiday (s) succeeding or preceding the absence.
- (c) Weekly employees, for all work performed on a public holiday shall be paid double the ordinary hourly rate, with a minimum payment as for four hours.

- (d) All employees rostered to work on Christmas Day, or for a shift commencing on 31st December and finishing in the a.m. on 1st January, shall receive an attendance bonus of \$75.00, paid subject to the following provisos:
- (i) The bonus shall be in addition to all other payments arising from the application of the provisions of this award.
 - (ii) Shall not be used for the calculation of any other entitlements arising from this award.
 - (iii) Shall not be adjusted during the currency of this award, nor used by any party as a precedent in regard to any other day or days gazetted as Public Holidays.

16. Higher Duties

An employee, other than a Level One operative, transferred to work in a classification that provides a rate of pay higher than the employee's own ordinary rate shall be paid at such higher rate during the period of transfer, such payment to continue for a minimum period of one hour.

17. Meal Breaks

- (a) Meal breaks shall be not less than thirty minutes and not more than one hour.
- (b) Such breaks are to be commenced not earlier than four hours after commencing work.
- (c) If an employee is required to work during the time when a meal break should have been allowed pursuant to this clause they shall be paid for such time at the appropriate overtime rate and the meal break shall be postponed to another mutually convenient time.
- (d) No part of the time taken as a meal interval shall be counted as part of the ordinary hours of work.
- (e) Where practicable a paid tea break may be allowed and taken at least once in every work period of greater than six hours duration. Provided that the taking of such break (s) shall be subject to the workload of the Park.
- (f) Where an employee, including a casual employee, is required to work a shift, of a duration greater than ten hours, they shall be granted, in addition to other breaks arising from the application of this clause, a paid break of thirty minutes, to be taken between eight and a half, and ten and a half hours after the commencement of that particular shift.
- (g) Where the employee elects to work through the period when the break referred to in sub-clause (f) above, should be taken if requested by the employee's immediate supervisor, they shall be paid the appropriate overtime rate for such time.

18. Sick Leave

A weekly employee with not less than three months' continuous service with the Company who, by reason of personal ill-health' is unable to attend for duty shall be entitled to ordinary rates of pay for the actual time of such non-attendance, subject to the following conditions and limitations.

- (a) The employee shall not be entitled to paid leave of absence for a period in respect of which the employee is entitled to compensation under the *Workplace Injury Management and Workers' Compensation Act 1998*.
- (b) The employee wherever possible shall, prior to the commencement of such absence, inform the Company's authorised representative of the employee's inability to attend for duty and, as far as practicable, stating the nature of the injury or illness and the estimated duration of absence.

- (c) The employee shall provide, after three consecutive days absence, to the satisfaction of the Company, a medical certificate or such other evidence as may be acceptable to the Company, that he/she was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (d) An employee shall be entitled to the paid sick leave according to the following scale:
- (i) During the first year of service - 38 hours.
 - (ii) During the second and subsequent years of service - 60.8 hours.

Provided that the sick leave entitlement under this clause may be accumulated, subject to continuous employment, for a maximum of 220.4 hours in addition to the current year's entitlement.

19. 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 sub-paragraph (2) of paragraph (iii), 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 18, 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 employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In 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 sub-clause 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), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;

'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 Company 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 reason 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 Company 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 Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-paragraph (2) of paragraph (iii) of sub-clause (a) who is ill.
- (c) Annual Leave-
 - (i) An employee may elect, with the consent of the Company, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (d) Time off in lieu of payment for Overtime-
 - (i) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within twelve 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 sub-clause, leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve 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 Company, 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 Company, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time).
- (f)
 - (i) An employee, other than a casual employee, shall be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person within Australia as prescribed in paragraph (iii) of this sub-clause. Where the death of a person as prescribed by the said paragraph (iii) occurs outside Australia, the employee shall be entitled to three days compassionate leave where the employee travels outside Australia to attend the funeral. Provided that an unpaid leave of absence authorised by the Company, taken in conjunction with such leave, shall not affect the employee's continuity of service.
 - (ii) The employee must notify the Company as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the Company 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 sub-paragraph (2) of paragraph

- (iii) of sub-clause (a) of this clause, provided that, for the purposes 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 sub-clauses (b), (c), (d) and (e) of this clause. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20. Jury Service

- (a) A weekly employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary rate they would have worked had they not been on jury service.
- (b) An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Also, the employee shall give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

21. Annual Leave

See *Annual Holidays Act 1944*. Reference should also be made to sub-clause (a)(ii) of Clause 9 Casual Employment.

22. First Aid

- (a) A full time employee appointed by the Company as a First Aid Supervisor to perform, in addition to their regular functions, first-aid duties and holding a first-aid certificate shall be paid an additional amount of \$25.00 per week or a pro-rata amount per engagement for part-time and casual employees.
- (b) Such an appointed employee shall be responsible for rendering first-aid to the best of their abilities and shall be responsible for ensuring that all first-aid kits distributed around the Park, to provide for the needs of the Company's Workforce, are stocked at all times in accordance with regulations made under Occupational Health and Safety Legislation covering the Park's operation.
- (c) An appropriate number of qualified employees shall be appointed as first -aid assistants, to provide first-aid services in the absence of the First-Aid Supervisor.

In addition to their ordinary rates they shall be paid an additional \$3.00 per shift when they are rostered to be available to attend first-aid requirements.

- (d) The Company undertakes that the name and location of First-Aid providers will be posted for each roster period.

23. Injury and Incident Reporting

- (a) All injuries or illnesses no matter how minor shall be immediately reported to a Supervisor.

The Supervisor and or First Aid Attendant, (being either a First Aid Assistant or the First Aid Supervisor) after providing appropriate treatment, shall ensure that the injury or illness is recorded on a Company Injury /Incident Form as soon as is practicable after an injury has been sustained.

- (b) An injured or ill employee must advise management before they leave the Park.

- (c) Employees involved in, or aware of, an incident that has taken place in the Park (such as injury to any person, or damage to property or equipment) must take all reasonably practicable steps to report it to their Supervisor and/ or Manager immediately.

24. Uniforms and Protective Clothing

- (a) The Company shall provide, where applicable, a Park Uniform excluding footwear. Park Uniforms shall remain the property of the Company and shall be returned on the termination of an employee's employment. The Company shall clean and maintain all items of clothing issued to staff.
- (b) The Company shall issue to employees, on an as required basis, all protective clothing requirements, including adequate wet weather gear.

25. Alcohol and Drugs

No employee shall be allowed to enter the Park or work if the person is under the influence of alcohol or any other substance that impairs the person's work performance or creates an unsafe working environment. Failure to comply with this condition of employment will lead to disciplinary proceedings being commenced under the provisions of this award.

26. Breakages and Till Shortages

- (a) The Company shall not charge any sum against, nor deduct any sum from the wage of any employee in respect of breakages of plant and equipment (including glasses, crockery or utensils) except in the case of proven wilful misconduct.
- (b) The Company shall not deduct money from any employee's pay for till shortages except in the case of proven fraudulent misconduct by the employee.

27. Superannuation

- (a) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee Charge Act 1993*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and Section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) Occupational Superannuation entitlements falling due to employees of Luna Park Services Pty Ltd, subject to the requirements of the appropriate legislation, engaged under the provisions of this award shall be paid into a fund nominated by the Company.
- (c) All employees engaged under this award shall be appraised of the administrative arrangements relating to Occupational Superannuation prior to the commencement of their employment.

28. Payment of Wages and Related Records

- (a) All wages due to an employee will be paid by close of business on the designated pay day each fortnight, into an account designated by the employee, by the means of electronic funds transfer.
- (b) The particulars of wages to be supplied to employees shall coincide with the requirements of Section 123 of the *NSW Industrial Relations Act 1996*.
- (c) Time and pay sheets will be kept in a fashion that meets the requirements of Section 129 of the *NSW Industrial Relations Act 1996*.

29. Anti -Discrimination

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

30. Suspension and Investigation of Serious Misconduct

- (a) Prior to dismissal of any employee the Company shall undertake a full and fair investigation into any alleged acts of serious or gross misconduct.
- (b) Any employee under investigation for allegations of serious or gross misconduct may, at the Company's sole discretion, be suspended on their ordinary rate of pay (according to their projected rostered hours) while the investigation takes place. In these circumstances, the employee will be given a minimum of forty-eight (48) hours, unless otherwise agreed between the parties, to prepare their response to the allegation.
- (c) Any employee under investigation would be advised by a representative of the Company as to the nature of the investigation and details of the alleged misconduct prior to their suspension and before an investigation period commences.
- (d) An employee will have the right to seek representation and assistance that the employee deems appropriate in order to prepare and present their response to the allegations.
- (e) The details of any investigation or suspension will remain confidential between the parties and their representatives at all times. Provided that in special circumstances the parties may agree to the release of a statement relating to these circumstances.
- (f) If the allegations are proved to the satisfaction of the Company and the employee's employment is subsequently terminated, the termination will be effected from the date of suspension and all entitlements to wages, accrued leave, etc, will be effected as at that date.
- (g) If the allegations are not proved to the satisfaction of the Company, the employee will remain in employment and will receive full payment, according to the projected roster, for the period of the employee's suspension.

- (h) Nothing in this clause will derogate the right of an employee to seek redress through the New South Wales Industrial Relations Commission, in the case of a termination of employment.

31. Grievance and Dispute Settlement Procedure

Subject to the *Industrial Relations Act 1996* grievances or disputes shall be dealt with in the following manner:

- (a) The employee is required to notify (in writing or otherwise) their immediate supervisor as to the substance of the grievance, requesting a meeting with that person for bilateral discussions and state the remedy sought. This meeting shall take place within two working days of the issue arising (weekends and holidays excepted).
- (b) If agreement is not reached, the matter shall then be referred by the supervisor to a higher authority within the Company, not later than three working days after (a) above (weekends and holidays excepted). At the conclusion of the discussion, the Company's Representative must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (c) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission of New South Wales for settlement by either party.
- (d) While these procedures are being followed, normal work must continue.
- (e) Each party may choose to be represented at each step of these proceedings by an individual or organization of their choice.
- (f) All new employees shall be appraised by the Company of their rights and obligations under these procedures at the point of staff induction.

32. Right of Entry of Union Representatives, Duties and Rights of Union Delegates, Deduction of Union Dues

The Company undertakes to observe the following arrangements in regard to union representation and union delegates.

Union Representatives:

1. Authorised representatives of the union shall have access to employees covered by this award subject to the following limitations:
- (a) They shall not interfere with the operation of the Park or its employees usual work performance.
- (b) They shall advise the Company's nominated officer in advance of their intention to visit the Park, the nature of their business, and whom they wish to interview.
- (c) Interviews of staff or meetings of members shall take place, no less than thirty minutes prior to the announced opening time of the Park's operations, nor other than during meal break periods of the employee/s concerned.
- (d) That no action is inconsistent with the stated intention of the parties to this award to conduct industrial relations in a harmonious fashion.

Delegates

2. The Company shall acknowledge the right of the union's accredited delegates to conduct legitimate union business during operational time, and shall do whatever is practicable to achieve the continuance of harmonious industrial relations within the Park, through co-operation with accredited delegates.
3. Management shall provide a notice board in an area convenient to either staff changing facilities or rest rooms, for the purpose of the union posting notices and a copy of this award, and all variations.
4. Union Representatives or accredited delegates, shall be offered the opportunity to address induction sessions for new employees to explain the application of this award and the services offered by the union to members.

Union Dues.

The Company shall, upon receiving a written and signed authorisation by an employee, for the deduction of Union Dues, as determined from time to time by the Australian Workers Union, deduct the appropriate sums and forward them to the Union on a monthly basis, together with a reconciliation of all deductions made in regard to such authorisation.

33. Training

The parties will co-operate in ensuring that appropriate training necessary for the efficient and safe operation of the Park is available. The parties agree to co-operate in encouraging employees to avail themselves of the benefits of such training.

The parties shall develop appropriate training programs to facilitate skill enhancement based on the following procedures:

- (a) Training shall comply with the criteria and guidelines established by the Company.
- (b) Training may be undertaken either on or off the job; training authorised by the Company and undertaken by way of external courses, will be paid for by the Company.
- (c) Where authorised training is undertaken either on or off the job, during ordinary hours of work, the employee will not suffer any loss of ordinary pay.

34. General Conditions

- (a) The Company will provide a meal room facility, away from the public areas, with boiling water or purified water at meal hours for all employees.
- (b) The Company will provide separate male and female change-room and toilet facilities for the exclusive use of staff.

35. Adjustment of Rates

- (a) The base hourly rates contained in Table One of Part B, shall be adjusted on the first full pay periods commencing on or after 1st March 2005, and 1st March 2006.
- (b) The base hourly rates adjustments referred to in (a) shall be the higher of the following, rounded off to the nearest ten cents per hour:
 - (i) In regard to the 1st March 2005, an increase of three percent;
 - or
 - (ii) Where a decision of the Full-bench of the New South Wales Industrial Relations Commission in the State Wage Case, in the twelve months preceding 1st March 2005, determines a general wage increase higher than either a flat weekly amount greater than three percent of the Base Hourly

Rate relating to skill level one; or conversely, in relation to a percentage increase, higher than three per cent, such higher increase shall be applied to the rates of all skill levels.

and

- (iii) In regard to the 1st March 2006, an increase of four percent, on the adjusted rates applying to each skill level;

or

- (iv) Where a decision of the Full-bench of the New South Wales Industrial Relations Commission in the State Wage Case, in the twelve months preceding 1st March 2006, determines a general increase higher than either a flat weekly amount greater than four percent of the base hourly rate relating to skill level one; or conversely in regard to a percentage increase, higher than four per cent, such higher adjustment be applied to the rates of all skill levels.

- (c) In applying flat dollar outcomes, of the State Wage Case Decisions to level one, the base hourly rates shall be multiplied by 38 and the Wage Case Decision amount added, with the outcome being in turn divided by 38 and rounded off to gain the new rate.

- (d) All other allowances are to be, unless otherwise specified in this award, adjusted in line with the strict requirements of the State Wage Case Decisions.

36. Bonus Payments - Weekly Employees

In recognition of the unique operational requirements of Luna Park Sydney, particularly in relation to the need to roster team members to work at weekends, on some Public Holidays, and in relation to late finishing shifts, and further, to reward staff loyalty, the following additional entitlement will apply to weekly staff engaged under this award.

- (a) Upon the anniversary of a weekly employee's employment, and in each year thereafter, they shall be entitled to an additional payment on the following conditions:
- (i) The additional payment will be calculated on the average number of ordinary hours worked during the previous four or the previous fifty two weeks, whichever is the greater.
 - (ii) That the additional payment not exceed an amount equal to thirty eight ordinary hours pay, at the employee's rate at the date of entitlement.
 - (iii) The additional payment, subject to sub-clause (b) below, shall be made at the conclusion of the pay period subsequent to the anniversary date.
 - (v) No casual employment arising from the application of this award shall be used in the calculation of entitlements arising from this clause.
- (b) The additional payment referred to in (a), may be, at the choosing of the employee, held for a period of up to twenty six weeks, and be used to take as additional time off without loss of pay, concurrently with periods of annual leave.

PART B

MONETARY HOURLY RATES

Table 1 (Rates Applicable from the first pay period beginning on or after 1st March 2005)

Level	Ordinary Rate \$	Weekly Loaded Rate \$	Casual Rate \$	Core Casual Rate \$
1	11.90	13.00	15.10	15.70
2	12.50	13.80	15.70	16.60
3	13.80	15.10	17.20	18.30
4	16.90	18.60	21.20	22.40
5	19.00	20.90	*N/A	N/A

JUNIOR HOURLY RATES**Table 2 (Rates Applicable from the first pay period beginning on or after 1st March 2005)**

Age	Weekly Loaded Rate \$	Casual Rate \$
16 years and under	6.60	8.10
17 years	8.60	9.70
18 years	9.80	11.20
19 and 20 years	As appropriate	As appropriate

* Not applicable

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

ELECTRO GROUP AND AUSTRALIAN WORKERS' UNION, NEW SOUTH WALES GAS TRAINING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 7326 of 2004)

Before Commissioner Macdonald

15 February 2005

AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Anti - Discrimination
4.	Union Contributions
5.	Disputes Procedure
6.	Termination of Employment
7.	Redundancy
8.	Rates of Pay
9.	Payment of Wages
10.	First Aid
11.	License Reimbursement
12.	Standby Allowance
13.	Telephone Reimbursement
14.	Travel and Expenses
15.	Tools
16.	Living Away on Distant Work
17.	Industrial & Commercial (I&C) Meter Change Payment
18.	Superannuation
19.	Hours of Work
20.	Overtime
21.	Holiday and Sunday Work
22.	Reasonable Working Hours
23.	Annual Leave
24.	Annual Leave Loading
25.	Long Service Leave
26.	Bereavement Leave
27.	Personal Carers Leave
28.	Sick Leave
29.	Parental Leave
30.	Jury Service
31.	Wage and Allowance Increases
32.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1- Wage Rates

Table 2- Allowances

1. Title

This Award shall be referred to as the Electro Group and Australian Workers' Union, New South Wales Gas Training (State) Award.

2. Definitions

"Union" means The Australian Workers' Union, New South Wales.

"Employer" means The Electrotechnology Industry Group Training Company Ltd.

"Employee" or "Employees" means a person or persons employed by The Electrotechnology Industry Group Training Company Ltd.

"Trainee" means an individual who is a signatory to a contract of training registered with the State Training Authority. The Trainee is involved in paid work and structured training, which may be on and/or off the job.

An "Adult Trainee" means an adult person at the time of entering into a contract of training to one of the trades in Part B, Monetary Rates - Adult Trainees.

3. Anti - Discrimination

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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."

4. Union Contributions

- 4.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) 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;
 - (c) 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
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 4.2 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's 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.
- 4.3 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:
 - (a) 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
 - (b) 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.
- 4.4 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.
- 4.5 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.
- 4.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 4.7 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.

4.8 This clause shall take effect from the first full pay period to commence on or after:

- (a) 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 13 October 2003.
- (b) In the case of employers who do not fall within sub-paragraph (i) 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 13 January 2005.

5. Disputes Procedure

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

5.1 Procedure relating to a grievance of an individual employee:

- (a) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by an industrial organisation of employees for the purposes of each procedure.

5.2 Disputes between an employer and the employees - In the event of a question, dispute or difficulty arising:

- (a) The matter shall first be raised with the supervisor and agreement sought.
- (b) If the dispute is not resolved at this level, the matter may be discussed between the union delegate and representatives of management.
- (c) Should the dispute remain unresolved, the matter may be referred to an official of the union, who shall discuss it with senior management. If necessary, the State Secretary of the union and the relevant employer association may also be involved in discussions at this stage.
- (d) In the event of no agreement being reached at this stage, the dispute may be referred to the Industrial Relations Commission of New South Wales.
- (e) Reasonable time limits will be allowed for discussion at each level of authority, but undue delay should be avoided.

- (f) While the procedure is being followed, normal work will continue.

6. Termination of Employment

- 6.1 Except for misconduct justifying summary dismissal, the service of an employee shall be terminated only by seven days' notice or by the payment of seven days' salary in lieu thereof.
- 6.2 No employee shall, without the consent of the employer, resign from his/her employment without having given seven days' notice of his/her intention so to do. Should he/she resign without giving such notice, he/she shall forfeit salary up to the time of resignation for such portion of the current pay period during which he/she has worked.
- 6.3 Upon termination of the service of an employee, the employer shall furnish him/her with a written statement, duly signed by or on behalf of the employer, setting out the period of his/her employment and the capacity in which he/she was employed.
- 6.4 Termination of employment will also be in accordance with the *Apprentice and Traineeship Act 2001*.

7. Redundancy

7.1 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.

7.2 Introduction of Change

- (a) Employer's duty to notify
- (i) 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.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

- (b) Employer's duty to discuss change
- (i) 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.
 - (ii) 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.
 - (iii) 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.

7.3 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 to be done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
 - (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
 - (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

7.4 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 (ii)(a)(1) above.

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

Period of Continuous Service	Period of Notice
------------------------------	------------------

Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment 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 (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee three 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 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.
- (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 employee's employment and the classification of or the type of work performed by the employee.

(f) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of

the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink 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.

(h) Transfer to Lower Paid Duties

Here 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 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.

7.5 Severance Pay

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

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

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

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

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

(3) "Weeks pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward 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 Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph (a) above will have on the employer.

(c) **Alternative Employment**

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

7.6 **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.

8. Rates of Pay

The rates of pay are provided for in Table 1 of part B

9. Payment of Wages

- 9.1 Wages shall be paid weekly or fortnightly. Prior to its introduction, the employer should discuss the implementation of fortnightly pay with the employees.
- 9.2 Overtime shall be paid within a week from the pay day succeeding the day or days on which such overtime becomes due. Provided that, where wages are paid fortnightly, overtime shall be paid within a fortnight from the pay day succeeding the day or days on which such overtime became due.
- 9.3 On termination an employee shall be paid all monies due to the employee. Such monies shall be paid during the employee's working hours on the day of termination, or posted by pre-paid registered post to the employee on the next working day; provided that an employee may elect to return to collect any monies outstanding to the employee on the next working day.
- 9.4 Where an employee is required to wait beyond the employee's ordinary ceasing time for payment of weekly or fortnightly wages or termination payment and such waiting time exceeds fifteen minutes, the employee shall be paid at ordinary rates for the full period during which such employee is required to wait, except where such waiting time is occasioned by reasons beyond the control of the employer.
- 9.5 Wages shall be paid in cash, by cheque or electronic funds transfer.

10. First - Aid

An employee who holds a current first aid certificate and is appointed by the employer as first aid attendant shall be paid a First Aid allowance as set out in Item 1 of Table 2 - Allowances of Part B Monetary Rates.

11. Licence Reimbursement

Where possession of a licence is required to perform specific work or an employee obtains a licence at the employer's request, the employee will be reimbursed the annual cost of each licence excluding any penalty amounts. This allowance does not extend to reimbursement of the cost of a standard car driver's licence.

12. Standby Allowance

A standby allowance will be paid to employees who are rostered on standby roster and required to be available to be called out for duty or to resolve calls from home. The allowance for stand by is set out in Item 2 of Table 2 - Allowances of Part B, Monetary Rates.

13. Telephone Reimbursement

Where the employee is not provided with a mobile telephone, or where the mobile phone network used does not provide reliable coverage in the employee's home area and an employee is required by the employer to take or make telephone calls for the employer's purpose, the employee shall be reimbursed telephone rental and actual calls made on the employer's business. Employees who are required to use their home telephone line for data transmission for the employer's purpose shall be reimbursed telephone rental and actual calls made on the employer's business.

14. Travel and Expenses

14.1 General Conditions

- (a) 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.
- (b) 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.
- (c) 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.

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

between jobs, and

between the employee's workshop or depot and jobs.

14.3 Travel

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

- (a) Where the employee uses public transport on his/her journey, travelling time shall include all time reasonably spent:
- (b) In waiting between public transport connections;
and
- (c) Between disembarking from public transport and the time of starting work; and
- (d) Between finishing work and embarking on public transport.
- (e) Where the employee is required to walk on his/her journey, walking time shall be at the rate of 12 minutes per kilometre.

- (f) Where the employee uses a motor vehicle, other than public transport on his/her journey, travelling time shall be calculated as follows:
- (i) Where the journey or portion of the journey is within:
- 48 kilometre radius of the General Post Office, Sydney, or
- 32 kilometre radius of the General Post Office, Newcastle, or
- The boundaries of the Port Kembla-
- Wollongong District (see NSW Industrial Gazette, volume 52, Page 783);
- At the rate of 2 minutes for each kilometre of the journey.
- (ii) 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.
- (g) 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.
- (h) 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.
- (i) 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.

14.2 Fares and Expenses

- (a) 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.
- (b) 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.

14.3 Fares and Expenses - Distant Work -

- (a) 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.
- (b) Such expenses shall include cost of meals partaken and insurance of personal belongings whilst in transit.

14.4 Motor Vehicle Allowance -

- (a) An employer shall pay to an employee a motor vehicle allowance per kilometre as set out in Item 3 of Table 2 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:

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.

for the distance of his/her journey where the employee is recalled to work overtime after leaving his/her employer's business; or

for the distance of his/her journey in travelling between his/her workshop or depot and a job or between jobs; or

for the distance of his/her journey in travelling to or from distant work.

15. Tools

- 15.1 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.
- 15.2 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.
- 15.3 Tool allowance
- (a) 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 4 of Table 2 of Part B Monetary Rates.
- (b) Such allowance shall be paid for all purposes of the award.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 Compensation for loss of tools
- (a) 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 5 of Table 2 of Part B Monetary Rates.
- (b) 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.
- (c) In all cases, the employer shall be liable to pay the amount as set out in Item 5 of Table 2 of Part B Monetary Rates for each claim for compensation.

16. Living Away on Distant Work

16.1 Board and Lodging -

- (a) Living Away Allowance - On distant work the employer shall, subject to the provisions of subclause 16.2 of this clause, provide reasonable board and lodging or pay a living away allowance per week as set out in Item 6 of Table 2 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.

16.2 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.

16.3 Regular Return Home -

- (a) 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.
- (b) The travelling expenses prescribed by this subclause shall not be payable to an employee receiving the living away from home allowance prescribed by subclause 16.1 of this clause.

16.4 Camps -

- (a) Scope - Where an employer is engaged in projects:

Which are located in areas where reasonable board and lodging as defined in subclause 16.2 of this clause is not available; or

where the size of the workforce is in excess of the available accommodation; or

where there are continuous concrete pour requirements; or

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 16.5 of this subclause.

16.5 Camp Facilities -

- (a) 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.

- (b) In such camp, messing shall be made available by the employer with provision for a choice of meals.
- (c) An employee who is accommodated as prescribed by paragraph 16.5 of this subclause shall not be eligible for the payment of the allowance prescribed by subclause 16.1 of this clause.

16.6 Camping Allowance -

- (a) Employees who are required to camp in accordance with the provisions of paragraph 16.4 of this subclause shall be paid a camping allowance per day as set out in as set out in Item 7 of Table 4 of Part B Monetary Rates, for each day that the employee finds it necessary to remain in camp.
- (b) Provided that an employee shall not be entitled to the allowance as prescribed in subparagraph 16.6 (a) 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.
- (c) Provided further that, if an employer elects to provide full board and suitable camp lodging, the allowance prescribed herein shall not be payable.

16.7 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.

16.8 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.

17. Industrial & Commercial (I& C) Meter Change Payment

An employee(s) who is required to carry out Industrial & Commercial Meter change duties shall be paid an allowance as set out in Item 8 of Table 2 - Part B Monetary Rates.

18. Superannuation

The employer will continue to make superannuation contributions on behalf of its employees in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth). Such contributions shall be made into the Energy Industry Accumulation Scheme.

19. Hours of Work

19.1 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:

- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
- (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (c) 114 hours within a work cycle not exceeding twenty one consecutive days; or
- (d) 152 hours within a work cycle not exceeding twenty eight consecutive days.

19.2 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.

19.3 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.

19.4 Maximum Daily Hours

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.

19.5 Spread of Hours

- (a) 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.
- (b) 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.
- (c) 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.

19.6 Implementation of 38-Hour Week

- (a) The ordinary hours of work may be arranged in accordance with one of the following systems:
 - (i) Fixed Weekly Hours System: By employees working 38 hours per week; and less than 8 ordinary hours each day; or

less than 8 ordinary hours on one or more days in each week.
 - (ii) Average Weekly Hours System: By employees working an average of 38 hours per week over a work cycle and;

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

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.

19.7 "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.

19.8 Notice of Rostered Day Off

Except as provided in subclause 19.10, in cases where, by virtue of the arrangement of his/her ordinary working hours, an employee, in accordance with subclause 19.6(ii) 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.

19.9 RDO Not to Coincide with Public Holiday

Where an employee's ordinary hours are arranged in accordance with subclause 19.6(ii), 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 19.10 shall apply.

19.10 Substitution of RDO

- (a) An employer may substitute the day an employee is to take off, in accordance with subclause 19.6(ii) 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.

- (b) Provided that if a substitute day off is not granted, then he/she shall be paid, for the day at overtime rates.
- (c) 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.
- (d) Any substitute day off, referred to in 19.10(a) or (b) of this subclause, must be taken either in the current work cycle or in the next succeeding work cycle.
- (e) Where any employee, in accordance with subclause 19.6(a)(ii) is entitled to a day off during his work cycle and that day off falls on a public holiday, as prescribed in clause 21, 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.
- (f) 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.

20. Overtime

20.1 Payment for Working Overtime

- (a) 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.
- (b) Except as provided in 20.2, Rest Period after Overtime, of this clause, in computing overtime each day's work shall stand alone.

20.2 Rest Period after Overtime

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

For the purpose of changing shift rosters; or

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

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

- (c) 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 20.2, 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.
- (d) 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.

20.3 Recall to Work

- (a) 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 20.5, 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.
- (b) 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.
- (c) 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.
- (d) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of 20.2, 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.

20.4 Saturday Work

- (a) An employee required to work after midday on a Saturday shall be paid double time rate for such work.
- (b) 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.
- (c) 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.

20.5 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.

20.6 Crib Time

- (a) 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.
- (b) 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.
- (c) 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.

20.7 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.

20.8 Meal Allowance, &c.

- (a) 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 9 of Table 2 Part B Monetary Rates, for the first meal and for each subsequent meal.
- (b) 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.
- (c) 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.

20.9 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.

20.10 Meal Breaks

- (a) Maximum Period Without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.
- (b) Payment for Work in Meal Breaks: Subject to 20.10.(a), 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.
- (c) Regular Maintenance Person: Subject to the provisions of 20.10(a), 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 20.10(b), Payment for Work in Meal Break, hereof, shall apply.

21. Holiday and Sunday Work

Holidays

21.1 Prescribed Holidays

- (a) 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.
- (b) 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.

21.2 Payment for Work on a Holiday

- (a) 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.
- (b) An employee required to work on a holiday shall be paid for a minimum of 4 hours' work at double time and a half.

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

Without reasonable excuse; or

Without the consent of his/her employer; on the ordinary working day before or the ordinary working day after a holiday.

21.4 Sundays - Payment for Work on Sundays:

- (a) 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.
- (b) An employee required to work on a Sunday shall be paid for a minimum of 4 hour's work at double time.

21.5 General

The following shall have application to all other sections of this clause:

- (a) 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.

- (b) Meal Allowance - Holidays and Sundays:

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 8 of Table 2 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.

- (c) 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 21.7 (b) of this clause for meals which he/she has provided but which are surplus.

21.6 Holidays to be Paid on Termination of Employment:

- (a) 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 21.8 (b), which falls within 10 consecutive days on and from the date that notice of termination is given.
- (b) For the purpose of this award, the following shall be the holidays in a group:

- (i) Christmas Day, Boxing Day, New Year's Day and additional holidays gazetted in connection with those days.
- (ii) 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.
- (c) 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.
- (d) 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.

- (e) An employee shall not be entitled to the payment referred to in 21.8(a) for the holidays prescribed by 21.8(b) where his/her employer dismisses him/her without notice for malingering, inefficiency, neglect of duty or misconduct.

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

22. Reasonable Working Hours

Reasonable Overtime

- (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (c) For the purposes of paragraph (b) 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.

23. Annual Leave

See *Annual Leave Act 1944*

24. Annual Leave Loading

24.1 In this clause, the *Annual Holidays Act 1944* is referred to as "the Act".

- 24.2 Before an employee is given and takes his/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.
- 24.3 The loading is payable in addition to the pay for the period of holiday accrued and taken under the Act and this award.
- 24.4 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, or, where such a holiday is given and taken in separate periods then in relation to each such separate period.
- 24.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, 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 the allowances, if any, payable under subclause (iii) of Clause 1 - Salaries.
- 24.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause, applying the award rates and wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- 24.7
- (a) 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, the employee shall be paid a loading calculated in accordance with subclause (iv) 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.

25. Long Service Leave

See *Long Service Leave Act 1955*.

26. Bereavement Leave

- 26.1 An employee, other than a casual employee, shall be entitled to a maximum of three days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person in Australia as prescribed in subclause (iii) of this clause.
- 26.2 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 the proof of death.
- 26.3 Bereavement 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 (c) of subclause (i) of Clause 7 - Personal Carer's Leave, provide that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 26.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave

- 26.5 Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv) and (v) of the said Clause 7. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

27. Personal Carers Leave

27.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in Clause 6 - Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide 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:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has blood relatives of the other; and
 - (iii) "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.

27.2 Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) who is ill.

27.3 Annual Leave

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

27.4 Time Off in Lieu of Payment for Overtime

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

27.5 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.

28. Sick Leave

- 28.1 Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer (which may include a statutory declaration), be entitled to five days' sick leave during the first year of service and eight days during the second and subsequent years of service on full pay. Provided that a statutory declaration shall be sufficient proof of sickness in respect of the first two single days' absence of an employee in any year.

Provided further that where an employee works more than eight ordinary hours in any day, the employee shall not be entitled to leave in excess of 38 hours of ordinary working time in the first year of service and 60.8 hours of ordinary working time in the second and subsequent years of service.

28.2

- (a) The employee shall, wherever practicable, before the commencement of absence, inform the employer of such employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (b) Where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the absence the employee shall produce a medical certificate or the said employee shall not be entitled to payment for the first eight hours of such absence.

NOTE: An employee's entitlement to sick leave in accordance with subclause (i) shall not be reduced as a consequence of the operation of this paragraph.

- 28.3 The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made.
- 28.4 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. If an employer pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- 28.5 If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year; provided that an employer shall not be bound to credit an employee for sick leave which accrued more than twelve years before the end of the last completed year of service.
- 28.6 Part-time employees shall, subject to the provisions of this clause, be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for weekly employees as the part-time employee's normal ordinary hours of work for a week during such year would have borne to the number of ordinary hours worked by weekly clerical employees in the section or department in which the part-time employee is employed.
- 28.7 Service with the employer before the date of coming into operation of this award shall be counted as service for the purpose of this clause.
- 28.8 If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

29. Parental Leave

See *Industrial Relations Act 1996*

30. Jury Service

- 30.1 An employee required to attend for jury service during rostered working hours shall not suffer any - reduction in normal salary. The employer shall pay the difference between any juror's fees received and the employees normal salary. The employee may nominate to provide juror's fees directly to the Company for ease of administration.
- 30.2 An employee required to attend jury service shall notify the employer as soon as possible of the date upon which attendance for jury service is required.
- 30.3 An employee required to attend jury service shall give the employer proof of attendance, the duration of such attendance and details of any amount received in respect of such jury service.
- 30.4 An employee called for, but not required to perform jury service shall, where it is reasonably practicable, return to work.
- 30.5 An employee who is required to be a witness at a court of law shall be granted leave without pay except where, at the discretion of the employer, leave with pay is granted.

31. Wage and Allowance Increases

Wages and work related allowances will be increased in accordance with State Wage Case Adjustments. The parties consent to vary this award at the time the State Wage Case decision is delivered.

The parties also consent at this same time to vary the award for increases in expense related allowances in accordance with the Consumer Price Index.

32. Area, Incidence and Duration

This award shall apply to all employees of the employer who are engaged as trainees in the gas industry.

This award shall take effect from 15 February 2005 and shall remain in force for a period of three years.

PART B

MONETARY RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Industry Skill Level A	Highest Year of Schooling Completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	207.00	227.00	274.00
Plus 1 year out of school	227.00	274.00	319.00
Plus 2 years	274.00	319.00	371.00
Plus 3 years	319.00	371.00	424.00
Plus 4 years	371.00	424.00	424.00
Plus 5 years	424.00	424.00	424.00
School Based Traineeships			
Skill Level A		Year 11 \$	Year 12 \$
Weekly rates for school based traineeship		207.00	227.00
Hourly rates for school based traineeships		6.74	7.10

Hourly Rates for Part-time Trainees Who Have Left School			
Industry Skill Level A	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	6.47	7.10	8.56
Plus 1 year out of school	7.10	8.56	9.97
Plus 2 years	8.56	9.97	11.59
Plus 3 years	9.97	11.59	13.25
Plus 4 years	11.59	13.25	13.25
Plus 5 years	13.25	13.25	13.25

Adult Trainees to be paid \$500.00 per week

Table 2 - Allowances

Item No	Clause	Brief Description	Amount (\$)
1	10	First Aid	11.90 per week
2	2	Standby Allowance	Mon - Fri 28.55 per week Weekends 56.00
3	14.4 (a)	Motor Vehicle Allowance	0.60c/km
4	15.3 (a)	Tool Allowance	10.80 per week
5	15.7(a)	Compensation for loss of tools	357.10
6	16.1(a)	Living Away Allowance	441.60
7	16.6(a)	Camping Allowance	12.40 per day
8	17	Industrial & Commercial (I&C) Meter Change Allowance	22.50 per week
9	20.8(a)	Meal Allowance	7.95 per day

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

SMORGON STEEL GROUP - REINFORCING AND STEEL PRODUCTS DIVISION - MANUFACTURING AND GRINDING MEDIA - WARATAH AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commonwealth Steel Company Limited (t/as Smorgon Steel Manufacturing and Grinding Media - Waratah).

(No. IRC 125 of 2005)

Before Commissioner Ritchie

9 February 2005

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Basic Wage
4.	Rates of Pay
5.	Leading Hands
6.	Mixed Functions
7.	Special Rates
8.	Electricians - Special Rates
9.	General - Special Rates
10.	Hours of Duty
11.	Shift Work
12.	Overtime
13.	Requirements to Work in Accordance with the Needs of the Industry
14.	Holidays
15.	Sunday and Holiday Rates
16.	Maximum Payment
17.	Employees Presenting Themselves for Work and Not Required
18.	Sick Leave
19.	Notification of Sick Leave
20.	Annual Leave
21.	Days Added to the Period of Annual Leave or Long Service Leave
22.	Long Service Leave
23.	Jury Service
24.	Compassionate Leave
25.	Personal/Carers Leave
26.	Parental Leave
27.	Disciplinary Code
28.	Disputes Settling Procedure
29.	Contract of Employment
30.	Mechanical Tradespersons Classification Structure & Competency Standards
31.	Time and Payment of Wages
32.	Retention of Rate

33. Redundancy and Retrenchment
34. Definitions
35. Union Representatives
36. Plant Shut Downs
37. Protective Clothing & Equipment
38. Apprentices
39. Anti-Discrimination
40. Contractors
41. Personal Accident and Sickness Insurance
42. Salary Sacrifice
43. Protection of Employee Entitlements
44. Enterprise Arrangements - Restructuring
45. No Extra Claims
46. Area, Incidence & Duration
47. Leave Reserved

Attachment 1 - Industrial Incident Report Form

Attachment 2 - Arrangements for Working 12 Hour Shifts

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Title

2.1 This award shall be known as the Smorgon Steel Group - Reinforcing and Steel Products Division - Manufacturing and Grinding Media Waratah - Award 2004.

3. Basic Wage

3.1 This award, in so far as it fixes rates of pay, is made by reference and in relation to the adult basic wage from time to time effective.

4. Rates of Pay

4.1 Adult Employees - The minimum rate of pay of any classification shall, subject to the other provisions of this award, be the rate of pay attached to that classification as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

4.2 In addition to the minimum rates of pay prescribed by this clause employees receive payments in the form of an over award payment or bonus payment as applicable.

5. Leading Hands

5.1 Employees appointed by the Company as leading hands shall be paid additional amounts as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

6. Mixed Functions

- 6.1 An employee, who is required to do work carrying a higher rate than the employees ordinary classification for two hours or more on any day or shift, shall be paid at the higher rate for the whole of the day or shift.
- 6.2 Subject to subclause 6.1 of this clause, an employee, who on any day or shift is required to do work of a higher paid classification for at least one hour, shall be paid the rate prescribed for such work whilst so engaged.
- 6.3 An employee required to do work carrying a lower rate than the employees ordinary classification shall be entitled to payment at the rate of his ordinary classification except:
- 6.3.1 where, because of a strike by fellow employees in the establishment in which the employee is employed, work in the employees ordinary classification is not available and where the period spent on the work carrying the lower rate is at least one hour; and
- 6.3.2 in respect of work on overtime, where the period spent on the work carrying the lower rate is at least one hour.

7. Special Rates

This clause shall not apply to bricklayers nor to electrical tradesmen.

7.1 Hot Work

- 7.1.1 Hot work is work done in places where the temperature raised by artificial means is above 49 degrees Celsius.
- 7.1.2 The following employees, whilst engaged on hot work, shall receive an additional rate as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per hour:
- (a) Electric Steel Furnaces - All employees employed in connection with demolition work, except crane drivers but including front end or overhead loader drivers.
 - (b) Mill Furnaces - All employees employed in connection with demolition of mill furnaces except crane drivers and bricklayers but including front end loader drivers.
 - (c) General - Labourers assisting bricklayers not already provided for herein.

7.2 Wet Places

- 7.2.1 Employees required to work in wet places where the depth of the water is such that the tops of hip boots supplied by the Company do not afford protection shall be paid in addition the sum as set out in Item 3 of Table 2 per day or shift or part thereof.

7.3 Other Special Rates

- 7.3.1 Employees engaged inside stacks on the demolition of brickwork shall be paid in addition, the sum as set out in Item 4 of Table 2 per day or shift or part thereof.
- 7.3.2 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the sum as set out in Item 5 of Table 2 per hour extra, with a minimum payment as set out in the said Item 5.
- 7.3.3 A plumber shall, if required to compute quantities or make up estimates, be paid the amount as set out in Item 6 of Table 2 in addition to the ordinary rate of pay.
- 7.3.4 A plumber may receive the allowances as set out in Item 7 of Table 2.

NOTE: Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any *State Act* of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- 7.3.5 A plumber who may be required by the employer to act on a licence or licences during the course of employment is entitled to be paid at the rate per hour mentioned in this award for every hour of his employment whilst liable to be called upon by the employer to act on licence or licences, whether the employee has in any hour in fact acted on such licence or not.
- 7.3.6 The provisions of clause 16, Maximum Payment, shall not apply to the rates prescribed by this subclause.
- 7.3.7 A plumber who works in a confined space as defined shall be paid the amount as set out in Item 8 of Table 2 per hour.
- 7.3.8 A plumber who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulation material of a like nature or working in the immediate vicinity so as to be affected by the use thereof, shall be paid as set out in Item 9 of Table 2 per hour or part thereof.
- 7.4 When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.
- 7.5 A plumber working on a bosun's chair or a plumber working on a swinging stage or rope ladder at a height of 7.5 metres above ground level shall be paid in addition the sum as set out in Item 10 of Table 2 per day or shift or part thereof.
- 7.6 Plumbers and labourers assisting plumbers employed on any chokage necessitating the opening up of any soil, waste or drain pipes or scuppers, conveying sewage shall be paid in addition the sum as set out in Item 11 of Table 2 per day or shift or part thereof.
- 7.7 A plumber, licensed plumber and/or leadburner who is a holder of a certificate of registration under the *Home Building Act* 1989 shall be paid a registration allowance at the rate as set out in Item 12 of Table 2 per hour on the production of such certificate. The allowance shall be paid for all purposes of the award with the exception of clause 11.3, Saturday Rates for Shift Workers, clause 11.4, Night Work for Day Workers and Day Shift Workers, clause 12, Overtime, and clause 15, Sunday and Holiday Rates in which cases it shall be paid as a flat rate for all hours worked.
- 7.8 A rigger and/or roper and/or splicer who holds a certificate of competency as a rigger, and who is required to obtain and use a certificate of competency as a scaffolder shall, upon obtaining and using such certificate, be paid an allowance per 38-hour week as set out in Item 13 of Table 2.

8. Electricians - Special Rates

- 8.1 In addition to the rates of pay prescribed in clause 4, Rates of Pay, the following special rates and allowances shall be paid to electrical fitters and electrical mechanics:
- 8.2 Hot Places - Electricians working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid the amount as set out in Item 14 of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, per hour extra; in places where the temperature exceeds 54 degrees Celsius employees shall be paid as set out in the said Item 14 per hour extra. Where work continues for more than two hours in a temperature exceeding 54 degrees Celsius employees shall be entitled also to twenty minutes rest after every two hours work without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
- 8.3 High Places

- 8.3.1 Electricians engaged in the construction, erection, repair and/or maintenance of steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance as set out in Item 15 of Table 2 per hour and an additional amount as set out in the said Item 15 per hour for each further 15 metres increase in height at which the employee is working.
- 8.3.2 Electricians working on a 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 as set out in the said Item 15 per hour and an additional amount as set out in the said Item 15 per hour for each further 15 metres increase in the height at which the employee is working.
- 8.4 Dirty Work - Electricians engaged on work which a supervisor agrees is of an unusually dirty or offensive nature shall be paid the amount as set out in Item 16 of Table 2 per hour extra. In case of disagreement the employee or Union representative shall be entitled, within twenty-four hours, to ask for a decision on the claim. In such case a decision shall be given within forty-eight hours (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 allowance shall be paid. Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined pursuant to the Clause 28, Disputes Settling Procedure.
- 8.5 Confined Spaces - Electricians working in confined spaces (as defined in Clause 34) shall be paid the amount as set out in Item 17 of Table 2, per hour.
- 8.6 Wet Places - Electricians required to work in wet places where the depth of water is such that the tops of hip boots supplied by the Company do not afford protection shall be paid in addition the sum as set out in Item 18 of Table 2 per day or shift or part thereof.
- 8.7 Explosive Powered Tools - Electricians required to use explosive powered tools shall be paid as set out in Item 19 of Table 2 per hour extra with a minimum payment as set out in the said Item 19 per day.
- 8.8 Toxic Substances
- 8.8.1 Electricians 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.
- 8.8.2 Electricians using such materials will be provided with and shall use all safeguards as are required.
- 8.8.3 Electricians using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5 kg or over, shall be paid the amount as set out in Item 20 of Table 2 per hour extra.
- 8.8.4 Electricians working in close proximity to employees so engaged so as to be affected by the use of such substances or materials shall be paid as set out in the said Item 20 per hour extra.
- 8.8.5 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.
- 8.9 Where more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

9. General - Special Rates

9.1 In addition to the rates of pay prescribed under the heading "General" of clause 4, Rates of Pay, the following special rates and allowances shall be paid to employees in classifications under that heading. The provisions of clause 7, Special Rates, shall not apply to such employees.

9.1.1 Confined Space - Working in confined spaces as set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates per hour extra.

9.1.2 Dirty Work - Work which a supervisor and employee shall agree is of an unusually dirty or offensive nature - as set out in Item 22 of Table 2 per hour extra.

In case of disagreement the employee or Union representative on his behalf shall be entitled, within twenty-four hours, to ask for a decision on the claim. In such case a decision shall be given on the employee's claim within forty-eight hours (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 allowance shall be paid. Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined pursuant to clause 28, Dispute Settling Procedure.

9.1.3 Height Money - Employees engaged in the construction, erection, repair and/or maintenance of steel frame buildings, bridges, gasometers, or other structures at a height of 15 metres or more directly above the nearest horizontal plane shall be paid as set out in Item 23 of Table 2 per hour extra.

9.1.4 Hot Places - Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius employees shall receive the amount as set out in Item 24 of Table 2 per hour extra; in places where the temperature exceeds 54 degrees Celsius employees shall receive the amount as set out in the said Item 24 per hour extra; where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes rest after every two hours work without deduction of pay.

The temperature shall be decided by the supervisor of the work after consultation with employees affected.

9.1.5 Slag Wool - Employees handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise shall when so employed on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, be paid as set out in Item 25 of Table 2 per hour extra.

9.1.6 Wet Places - An employee working in any place where his clothing or boots become saturated whether by water, oil or otherwise, shall be paid as set out in Item 26 of Table 2 per hour extra; provided that this extra rate shall not be payable to an employee who is provided by the Company with suitable and effective protective clothing and/or footwear. Provided further, that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift when required to work in wet clothing or boots.

9.1.7 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in Item 27 of Table 2 per hour extra with a minimum payment as set out in the said Item 27 per day.

9.1.8 Special Rates Not Cumulative - Where more than one of the above disabilities entitling an employee to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing: provided that this subclause shall not apply to confined spaces, dirty work, height money, hot places or wet places, the rates for which are cumulative.

- 9.1.9 Rates not Subject to Penalty Additions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

10. Hours of Duty

- 10.1 All Employees - Ordinary working hours shall be an average of thirty-eight hours per week over the full cycle of the relevant work roster. Ordinary working hours shall not exceed-
- 10.1.1 Twelve hours during any consecutive twenty-four hours; or
- 10.1.2 152 hours in twenty-eight consecutive days,
- except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.
- 10.2 Day Workers
- 10.2.1 Ordinary working hours shall be worked Monday to Friday, inclusive, between the hours of 7.00am and 5.00pm.
- 10.2.2 On each day worked, Monday to Friday, inclusive, a 30-minutes unpaid meal break will be taken.
- 10.2.3 The ordinary crew working hours of employees employed in wheel, tyre and axle and forge sections as day workers shall be forty and a half per week, to be worked 8½ hours per day, Monday to Friday, inclusive, between the hours of 7.00am and 5.30pm, including crib time, for which no reduction of pay shall be made.
- 10.3 The weekly rates of pay prescribed by clause 4, Rates of Pay, for such employees shall be deemed to be thirty-eight working hours and such employees shall be paid proportionately for ordinary working hours worked by them.
- 10.4 Shift Workers - Twenty minutes shall be allowed each shift for crib, which shall be counted as time worked.
- 10.5 Meal breaks will be taken during the middle two hours of the day or shift.

11. Shift Work

- 11.1 Shift workers shall be paid in addition shift work allowance equal to 10 percent of the rate of pay attached to that classification as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 11.2 An employee who at the direction of the Company:
- 11.2.1 During a period of engagement on shift, works afternoon and/or night shift only; or
- 11.2.2 Remains on afternoon and/or night shift for a longer period than four consecutive weeks; or
- 11.2.3 Works on afternoon and/or night shift which does not rotate or alternate with day shift or day work so as to give him or her at least one third of his or her working time on day shift or day work;
- Shall, during such engagement, period or cycle, be paid in addition shift work allowance equal to 15 per cent of the rate of pay attached to that classification as set out in Table 1 - Rates of Pay, Part B, Monetary Rates, for all time worked during ordinary working hours on such afternoon and/or night shift.

- 11.3 Shift workers, for ordinary hours performed on Saturday, shall be paid at the rate of time and one-half.
- 11.4 Night Work for Day Workers and Day Shift Workers - Subject to clause 16, Maximum Payment, but otherwise notwithstanding anything contained herein-
- 11.4.1 a day worker who is required, in lieu of ordinary day work; or
- 11.4.2 a day shift worker (as defined in 11.4.4) who is required, in lieu of a day shift on which he would ordinarily be rostered;
- to work at night (as defined in 11.4.4) for periods of not less than eight hours on less than five consecutive nights or on less than four consecutive nights when the fifth night is a 38-hour week rostered off night shall be paid at the rate of time and one-half of the ordinary rate of pay under clause 4, Rates of Pay, except -
- (a) on Saturdays, Sundays, 38-hour week rostered off days and holidays; and
- (b) in respect of any night of which at least 48 hours notice has not been given,
- will be paid at overtime rates for day workers. No shift allowance is payable in respect of night work under this clause.
- 11.5 In this clause "night" means any hours between 3.00pm and 7.00am, and "day shift worker" means a shift worker employed on a shift system involving day shift only.
- 11.6 Transfer of Day Workers from Day Work to Shift Work - Day workers may be employed as and become shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is a 38-hour week rostered off shift and paid accordingly: provided that an employee shall be paid at overtime rates for any shift employed as a shift worker under this clause in respect of which the employee has not been given at least 48 hours' notice.
- 11.7 Transfer of Shift Workers - A shift worker who is required to work on a shift other than the shift ordinarily rostered shall be paid at overtime rates for any such shift in respect of which at least 48 hours' notice has not been given. This provision shall not apply when the employee reverts to the ordinary rostered shift.

12. Overtime

- 12.1 Day Workers - Day workers for all time worked in excess of or outside the ordinary working hours and times prescribed by this award shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- 12.2 Shift Workers - for all time worked;
- 12.2.1 in excess of or outside the ordinary working hours prescribed by this award; or
- 12.2.2 on more than eleven shifts in twelve consecutive days; or
- 12.2.3 on a shift other than a rostered shift; or
- 12.2.4 in excess of five and one-half hours without a meal break; shall
- (a) If employed on continuous shift work be paid at the rate of double time; or
- (b) If employed on other shift work at the rate of time and one-half for the first two hours and at the rate of double time thereafter.

- 12.3 This subclause shall not apply when the time is worked;
- 12.3.1 by arrangement between the employees themselves; or
- 12.3.2 for the purpose of effecting the customary rotation of shifts.
- 12.4 General - An employee required to continue at work on overtime for more than one and a half hours after the employee's ordinary ceasing time without having been notified before leaving work on the previous day that the employee would be required to work overtime shall, at the employee's option, be:
- 12.4.1 provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or
- 12.4.2 paid the amount as set out in Item 28 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each meal.
- 12.5 An employee, pursuant to notice, that has provided a meal and is not required to work overtime or is required to work for less than one and a half hours will be recompensed suitably for the meal provided but which is surplus.
- 12.6 Where an employee working overtime finishes work at a time when reasonable means of transport are not available the Company shall -
- 12.6.1 within a reasonable time, provide conveyance to -
- (a) a reasonable distance from the employees home; or
- (b) a place to which the employee usually travels by public conveyance when returning home from work; or
- (c) a place from which the employee can, within a reasonable time, obtain public conveyance to a reasonable distance from the employees home or the place to which the employee usually travels by public conveyance when returning home from work; or
- (d) pay the employee current rate of pay for the time reasonably occupied in reaching the employees home.
- 12.7 An employee recalled to work overtime after leaving the employers' business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the employers' premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 12.8 Overtime in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 12.9 of this clause when the actual time worked is less than four hours on such recall or on each of such recalls.
- 12.9 Where overtime is necessary and it is practical in the circumstances it will be arranged that an employee(s) will have, as a minimum, eight consecutive hours off duty between the work on successive days.
- 12.10 An employee who works so much overtime between the finishing of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least eight consecutive hours off duty between those times shall, subject to this clause, 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 instructions of the Company, such an employee resumes or continues working without having had such eight consecutive hours off duty, they shall be paid at double time rates until they have had eight consecutive hours off.

12.11 An employee who is recalled from the employees home to work overtime shall, at the employee's option

12.11.1 be provided, free of cost, with a suitable meal for each normal meal break falling during the overtime period; or

12.11.2 be paid the amount as set out in Item 29 for each such meal.

12.12 For the purposes of this clause a "recall" from home to work overtime takes place when an employee is notified at home of the requirement to return to work.

13. Requirements to work in accordance with the needs of the Industry

13.1 For the purpose of meeting the needs of the industry the Company may require an employee to work reasonable overtime, including work on Sundays and holidays, at the rate prescribed by this award and, unless reasonable excuse exists, the employee shall work in accordance with such requirements.

13.2 Subject to sub-clause 11.6, Transfer of Day Workers from Day Work to Shift Work, and sub-clause 11.7, Transfer of Shift Workers, for the purpose of meeting the needs of the industry, the Company may require any employee to transfer from one system of work to another system of work prescribed at the rate applicable thereto, and unless reasonable cause exists, an employee shall transfer in accordance with such requirement.

13.3 Plant operations will be continuous, meaning employees will not leave their place of work for any reason whilst on duty without first being relieved.

14. Holidays

14.1 The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, the local Eight Hour Day, Queen's Birthday, Christmas Day, Boxing Day and the additional public holiday being the Steel Industry Picnic Day are observed and special days appointed by proclamation as public holidays throughout the State shall be holidays and day workers and Monday to Saturday shift workers not required to work on a holiday shall be paid for the holiday at the ordinary rates of pay under clause 4, Rates of Pay, and at a bonus rate calculated in accordance with subclause 14.3 of this clause.

14.2 This provision for payment does not apply to -

14.2.1 employees whose rostered shift off falls on a holiday (subject to the provisions of subclause 21.2.2 of clause 21, Days added to the Period of Annual Leave or Long Service Leave);

14.2.2 employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.

14.3 The bonus rate referred to in subclause 14.1 of this clause shall be payable to an employee to whom bonus is payable under a bonus setting and shall be either the average bonus payable to employees of the same classification under that bonus setting for each ordinary shift or ordinary day worked by those employees during the last bonus period preceding the holiday or the average bonus payment to the employee for each ordinary shift or ordinary day worked during the last bonus period preceding the holiday.

15. Sunday and Holiday Rates

- 15.1 Employees shall be paid at the rate of double time for all work done on Sundays and at the rate of double time and one-half for all work done on the holidays prescribed by this award.

16. Maximum Payment

- 16.1 Shift allowances and special rates shall not be subject to any premium or penalty additions.
- 16.2 All rates prescribed shall not exceed double the rates prescribed by clause 4, Rates of Pay, and clause 5, Leading Hands, provided that this subclause shall not apply to any excess due to payments under clause 7, Special Rates; clause 8, Electricians - Special Rates; subclause 9.1 of clause 9, General - Special Rates; clause 11, Shift Work Allowances for Shift Workers; or clause 15, Sunday and Holiday Rates (in respect of work done on holidays).

17. Employees Presenting Themselves for Work and Not Required

- 17.1 Subject to the provisions of clause 29, Contract of Employment, an employee who presents for either normal rostered work or arranged overtime and is subsequently not required, will be paid four hours ordinary pay plus bonus.

18. Sick Leave

- 18.1 An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity not due to the employees own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay and in addition the bonus payment which would have been payable if the employee had attended for duty, for the time of such non-attendance subject to the following:

18.1.1 the employee shall not be entitled to be paid leave of absence for any period in respect of which he is entitled to workers' compensation;

18.1.2 an employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary working hours specified in subclause 18.1.3 of this subclause. Any period of paid sick leave allowed by the Company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right;

18.1.3 the number of ordinary working hours referred to in subclause 18.1.2 of this subclause shall be:

- (a) in the case of an employee with less than 1 year's continued employment: 40;
- (b) in the case of an employee with 1 or more years' continued employment but less than 10 years' continued employment: 64;
- (c) in the case of an employee with 10 or more years' continued employment: 80;
- (d) in the case of an employee working 12 hour shifts the hours provided in subclauses a), b) and c) of this clause shall be 48, 72 and 96 hours respectively.

- 18.2 The rights under this clause shall accumulate from year to year so long as the employment continues with the Company, whether under this or any other award, so that any part of the number of ordinary working hours specified in subclause 18.1.3 of this clause which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be available to any employee entering the employment of the Company

on or after 1 January 1986, for a period of 16 years, but for no longer, from the end of the year in which they accrued.

- 18.3 In the case of an employee who otherwise is entitled to payment under this clause but who, at the time of the absence concerned, has not given three months' continuous service in the period of current employment with the Company, the right to receive payment shall not arise until such service has been given.
- 18.4 For the purpose of this clause continuous service shall be deemed not to have been broken by -
- 18.4.1 any absence from work on leave granted by the Company; or
- 18.4.2 any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee;
- 18.4.3 provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- 18.5 Service before the date of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- 18.6 In this clause "ordinary working hours" shall include working hours on shifts known as compulsory roster shifts, ring roster shifts or 21st shifts which are paid at overtime rates.

19. Notification of Sick Leave

- 19.1 An employee absent from work on account of personal illness or injury is entitled to claim sick leave as provided by this award subject to notification of the intended absence at least one hour prior to the commencement of the day or shift.
- 19.2 No medical certificate for single day absences will be required unless requiring payment for sick leave taken without notification of absence to Security. Medical certificates will be required for all absences exceeding a day or shift.
- 19.3 All claims for sick leave and all medical certificates supplied to the Company will state the nature of the illness/injury requiring absence from duty.
- 19.4 Medical certificates provided in support of a claim for sick leave will be dated to coincide with the first day of the absence from duty otherwise sick leave will only be paid from the date shown on the medical certificate.

20. Annual Leave

- 20.1 Day Workers and Monday to Saturday Shift Workers: See *Annual Holidays Act 1944*.
- 20.2 Shift workers whose working period includes Sundays and Public Holidays as ordinary working days:
- 20.2.1 In addition to the benefits provided by section 3 of the *Annual Holidays Act 1944*, with regard to an annual holiday of four weeks, an employee who, during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a seven-day shift worker, shall be entitled to the additional leave as hereunder specified:
- (a) if during the year of employment the employee has served the Company continuously as such seven-day shift worker the additional leave with respect to that year shall be one week;

- (b) subject to subparagraph (d), of this paragraph, if during the year of employment, the employee has served for only a portion of it as such seven-day shift worker the additional leave shall be one day for every thirty-three ordinary shifts worked as a seven-day shift worker;
 - (c) subject to subparagraph (d), of this paragraph, an employee shall be paid for such additional leave at the annual leave rate of pay, for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave;
 - (d) where the additional leave calculated under this subclause 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;
 - (e) in this clause reference to one week and one day shall include holidays and non-working days.
- 20.2.2 Where the employment of a worker has been terminated and thereby becomes entitled under section 4 of the *Annual Holidays Act* 1944, to payment in lieu of an annual holiday with respect to a period of employment, the employee shall also be entitled to an additional payment of three and one-half hours at the annual leave rate of pay with respect to each twenty-one shifts of service as such seven-day shift worker during such period of employment.
- 20.2.3 A seven-day shift worker under this subclause shall be paid at the appropriate rate for any "compulsory roster" shift, also known as a "twenty-first" shift, which the employee would have worked during the employee's period of annual leave.
- 20.3 Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.
- In addition to the benefits provided by section 3 of the *Annual Holidays Act*, 1944 with regard to an annual holiday of four weeks, an employee who during the year of his employment with the Company becomes entitled to the said annual holiday of four weeks, gives service to the Company as a Monday to Saturday shift worker who is regularly rostered for duty on Saturdays as ordinary working days, shall be entitled to additional leave as hereunder specified:
- 20.3.1 For every thirteen Saturdays upon which the employee worked an ordinary shift as a Monday to Saturday shift worker who is rostered for duty on Saturdays as ordinary working days the additional leave with respect to that year shall be one day.
- 20.3.2 Where the additional leave calculated under this subclause 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.
- 20.4 Annual Leave Loading - In respect of a period of annual leave an employee shall be paid a loading, namely 20 per cent, of whichever amount, to be calculated for the period of annual leave, is the lesser of:
- 20.4.1 the employees ordinary pay pursuant to the *Annual Holidays Act* 1944, and where applicable, the employees annual leave rate of pay pursuant to this clause, and clause 21, Days Added to the Period of Annual Leave, or Long Service Leave; or
- 20.4.2 the sum of -
- (a) the employees award rate of pay for ordinary time at the commencement of annual leave as prescribed by clause 3, Basic Wage, clause 4, Rates of Pay, clause 5, Leading Hands, and subclause 6.3 of clause 6, Mixed Functions, of this award; and

- (b) the employees rate of maximum all purpose bonus payable at the commencement of annual leave pursuant to the bonus setting applicable to the employee.

Provided that an employee who would have worked shift work but for being on annual leave shall be paid whichever is the greater of the said loading, or the shift work allowances pursuant to clause 11.1, Shift Work Allowances for Shift Workers, the weekend penalty rates pursuant to clause 11.3, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 15, Sunday and Holiday Rates, that would have been payable in respect of ordinary time during the period of annual leave but for being on annual leave.

- 20.4.3 The loading prescribed by this subclause shall apply to payment in lieu of a fully due annual holiday on termination of employment, but shall not apply to proportionate annual holiday payment on termination of employment.

21. Days Added to the Period of Annual Leave or Long Service Leave

- 21.1 In the case of an employee who was, at the commencement of their annual leave or long service leave, employed as a 7-day shift worker under this award, one day shall be added to the annual leave period or long service leave period, respectively, in respect of any holiday prescribed by this award which falls within the period of annual leave or long service leave to which the employee is entitled under this award.
- 21.2 An employee who is rostered off duty on a day which is a holiday prescribed by this award and who is not required to work on that day shall:
- 21.2.1 have one day added to the annual leave period; or
- 21.2.2 by mutual consent, be paid, in the pay period in which the holiday falls, for the holiday at the rate payable pursuant to clause 14.1, Holidays.
- This subclause shall not apply when the holiday falls:
- 21.2.3 on a Saturday or Sunday except in the case of employees employed as seven-day shift workers whose working period includes Sundays and Holidays as ordinary working days, of this award; or
- 21.2.4 on a Sunday in the case of employees employed as Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.
- 21.3 Any day or days added in the case of annual leave shall be paid for at the annual leave rate of pay and in the case of long service leave shall be paid for at the long service leave rate of pay.
- 21.4 Any day or days added in accordance with subclauses 21.1 or 21.2 of this clause, shall be the working day or working days immediately following the period of annual leave or long service leave respectively to which the employee is entitled under clause 20, Annual Leave, or clause 22, Long Service Leave.
- 21.5 For the purposes of subclause 21.4 of this clause, working days shall be:
- 21.5.1 in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a day worker - any day of the week including a day on which the employee concerned would have been rostered off duty if not on annual leave or long service leave but excluding a Saturday, a Sunday or a holiday;
- 21.5.2 in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a Monday to Saturday shift

worker - any day of the week, other than a Sunday or a holiday, including a day on which the employee concerned would have been rostered off duty if not on annual leave or long service leave.

- 21.5.3 in the case of an employee who, at the commencement of his period of annual leave or long service leave, as the case may be, was employed as a 7-day shift worker - any day of the week including a day on which the employee concerned would have been rostered off duty if not on annual leave or long service leave.
- 21.6 Where the employment of a worker has been terminated and under section 4 of the *Annual Holidays Act, 1944*, an entitlement accrues to payment in lieu of an annual holiday with respect to a period of employment the employee shall also be entitled to an additional payment for each day accrued under subclause 21.2 of this clause, at the annual leave rate of pay.
- 21.7 An employee who is employed as a seven-day shift worker who -
- 21.7.1 has a day added to annual leave or long service pursuant to subclauses 21.1 and 21.2 of this clause, and
- 21.7.2 such a day falls on a holiday prescribed by clause 14, Holidays, on which the employee would have been rostered to work an ordinary shift were it not for an entitlement to an added day shall be paid for such day, in addition to the entitlement under subclause 21.3 of this clause, at the rate prescribed by subclause 14.1 of the said clause 14.

22. Long Service Leave

- 22.1 See *Long Service Leave Act 1955*.
- 22.2 Notwithstanding the *Long Service Leave Act 1955*, the award rate (basic wage and margin) element of ordinary pay for long service leave shall be either that:
- 22.2.1 determined in accordance with the *Long Service Leave Act 1955*; or
- 22.2.2 applicable to the employee at the commencement of the period of long service leave whichever is the greater.
- 22.3 An employee shall be entitled to have all days which are prescribed as holidays by clause 14, Holidays, treated as days appointed by the Governor as public holidays for the purposes of the application of Section 4(4A) of the *Long Service Leave Act 1955*.

23. Jury Service

- 23.1 An employee required to attend for jury service:
- 23.1.1 during ordinary working hours; or
- 23.1.2 immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift, as the case may be:
- shall be paid by the Company their ordinary time rate and bonus which would have been payable in respect of the ordinary time rostered had the employee not attended for jury service.
- 23.2 The employee will reimburse to the Company the amount received in respect of such jury service upon payment.

- 23.3 An employee shall notify the Company as soon as possible of the date upon which attendance for jury service is required. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Compassionate Leave

- 24.1 An employee shall, on production of acceptable proof of the death of a spouse (including a de facto spouse), father, mother, foster-father, foster-mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, child, stepchild, son-in-law, daughter-in-law, grandparents, grandchildren or grandparents-in-law, be entitled on notice to compassionate leave without deduction from ordinary wages for such period not exceeding three days as is reasonable in the circumstances.
- 24.2 Where an employee incurs significant travel to attend a funeral, the amount of compassionate leave will be increased by a further two days upon production of acceptable evidence documenting the necessity to travel.
- 24.3 In addition to the employee's ordinary time work rate of pay, the amount of bonus applicable for the period of compassionate leave will also be paid.
- 24.4 Compassionate leave will not be granted if the period of leave coincides with any other period of paid leave.

25. Personal/Carers Leave

- 25.1 An employee with responsibilities in relation to a class of person set out in clause 25.3.2 who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after date 21 August 1996 for absences to provide care and support for such persons when they are ill.
- 25.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 25.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 25.3.1 the employee being responsible for the care and support of the person concerned; and
- 25.3.2 the person concerned being:
- (a) spouse of the employee; or
 - (b) a defacto 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 stepchild, a foster child or an ex-nuptial child), partner (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto partner spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - i. "relative" means a person related by blood, marriage or affinity;
 - ii. "affinity" means a relationship that one spouse because of marriage has to blood relatives or the other; and
 - iii. "household" means a family group living in the same domestic dwelling.

25.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and 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.

26. Parental Leave

26.1 Should either the Federal Government or respective State Governments legislate in respect of paid maternity or parental leave, any payments required to be made under that particular legislation would be absorbed against any payments arising out of this clause. Parental leave is granted to employees subject to their meeting the requirements described in the sub-clauses following:

26.2 Definitions

"Child" means a child of the employee under one year of age or, in the case of an adopted child or a child to be adopted, under five years of age, other than a child or step-child of the employee or the employee's spouse, or a child who has previously lived continuously with the employee for a period of six months or more.

"Continuous Service" means service under an unbroken contract of employment and includes:

- (a) Any period of leave taken in accordance with this policy, including part-time leave.
- (b) Any period of leave or absence authorised by the Company.

"Eligible Employee" is one that has had at least twelve months continuous service with the Company and where that employee intends to return to the Company for at least six months following the leave. In the event that the employee does not return to work with the Company for a period of six months following the completion of the parental leave, the Company may require the employee to reimburse the amount of paid leave and/or through a deduction from monies due to the employee on termination.

"Maternity Leave" means leave granted in accordance with this policy and is 12 weeks paid leave plus up to 40 weeks unpaid leave preceded by at least twelve months continuous service with the Company.

"Paternity Leave" means leave granted in accordance with this policy and includes:

- (a) 'short paternity leave' of 1 weeks paid leave, and
- (b) 'extended paternity leave' of 1 week paid leave plus a further period of up to 51 weeks unpaid leave preceded by at least twelve months continuous service with the Company.

"Adoption Leave" means leave granted in accordance with this policy and includes:

- (a) 'short adoption leave' of 1 weeks paid leave and a further period of two weeks unpaid, and

- (b) 'extended adoption leave' of 12 weeks paid leave and further period of up to 40 weeks leave where the employee is the primary caregiver, preceded by at least twelve months continuous service with the Company.

"Primary Care Giver" means a person who assumes the principal role of providing care and attention to a child.

"Relative adoption" occurs where a child, as defined, is adopted by a grandparent, sibling, aunt or uncle (whether of the whole blood or half blood or by marriage).

"Spouse" includes de facto or former spouse.

26.3 Eligibility for Leave

26.3.1 Maternity Leave

An eligible employee whose expected date of confinement has been confirmed in writing by a registered medical practitioner, will be entitled to 12 weeks paid maternity leave, and up to 40 weeks of unpaid leave for each confinement. Written notification of the date on which the eligible employee proposes to commence maternity leave and the leave period must be provided via a leave application form.

The paid component will be taken as the initial absence on such leave and this twelve week period of paid leave is inclusive of any public holidays arising within that time.

Where an employee applies for other paid leave (i.e. annual leave or long service leave) continuous with a period of paid maternity leave, and is eligible for that leave, the employee will be granted the paid leave.

The entire absence in respect of maternity leave (paid, unpaid, other leave) will not exceed 52 weeks.

This period shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.

Except as otherwise provided in this clause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

26.3.2 Paternity Leave

An eligible employee, upon production to the Company of a certificate from a registered medical practitioner which names the employee's spouse, states that the spouse is pregnant and the expected date of confinement or the date upon which the birth took place, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances;

- (a) an unbroken period of paid leave of up to one week (inclusive of any public holidays arising within that time) at the time of the confinement of the spouse (short paternity leave) and;
- (b) a further period of up to 51 weeks unpaid leave in order to be the primary care giver of a child, provided that such leave shall not extend beyond the child's first birthday (extended paternity leave).

This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

26.3.3 Adoption Leave

An eligible employee, upon production to the Company of a statement from an adoption agency or other appropriate body, or the presumed date of placement of the child with the employee for adoption purposes, or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks in the following circumstances:

- (a) an unbroken period of paid leave of up to one week and a further period of two weeks unpaid at the time of the placement of the child where the employee is not the primary care giver (short adoption leave); or an unbroken period of paid leave of up to 12 weeks at the time of the placement of the child in order to be the primary care giver (The paid component will be taken as the initial absence on such leave and this twelve week period of paid leave is inclusive of any public holidays arising within that time); and
- (b) a further unbroken period of up to 40 weeks unpaid leave in order to be the primary care giver of the child. This leave shall not extend beyond one year from the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child (extended adoption leave). This entitlement shall be reduced by: any period of leave taken at the time of the placement of the child and; the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

26.4 Further Requirement for Eligibility for Leave

Before taking leave in accordance with this clause, at the time of giving notice for the period of leave, the employee shall give to the Company a statutory declaration stating:

- (a) the particulars of any maternity, paternity or adoption leave, as the case may be, sought or taken by the employee's spouse; and
- (b) that the employee, for the period of leave, will not engage in any conduct inconsistent with the contract of employment; and
- (c) when the leave sought is paternity or adoption leave that it is taken to become the primary care giver of a child.

26.5 Notice of Leave

26.5.1 An eligible employee, in the case of maternity leave, shall, not less than 10 weeks prior to the expected date of confinement, give to the Company the certificate referred to in 26.3.1 hereof and not less than four weeks notice in writing of the date upon which the employee proposes to commence such leave, state the amount of leave to be taken and furnish the statutory declaration referred to in 26.4 hereof, provided that an employee shall not be in breach of this paragraph if failure to give notice herein prescribed is due to the confinement occurring earlier than the presumed date.

26.5.2 An eligible employee, in the case of paternity leave, shall, not less than 10 weeks prior to each proposed period of leave, give to the Company notice in writing stating the dates upon which the employee proposes to start and finish each period of leave and produce the certificate referred to in 26.3.2 and the statutory declaration referred to in 26.4 hereof; provided that an employee shall not be in breach of this paragraph if failure to give the notice herein prescribed is due to the birth occurring earlier than the presumed date, or the death of the mother of the child, or other compelling circumstances; provided further that the employee shall notify the Company of any change in the information provided pursuant to 26.3.2 or 26.4 hereof.

- 26.5.3 In the case of adoption leave, the employee shall notify the Company upon receiving notice of approval for adoption purposes and within two months of such approval, shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption, the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- 26.5.4 In addition, the employee shall, as soon as the employee is aware of the presumed date of placement of the child for adoption purposes, but no later than 14 days before such placement, give in writing, notice to the Company of the dates of any period of leave to be taken in accordance with 26.3.3 hereof and 10 weeks notice in writing before the commencement of any further periods of leave for adoption purposes to which the employee is entitled in accordance with this clause; provided that an employee shall not be in breach of this paragraph if the failure to give notice in accordance with this paragraph is due to a requirement by the adoption agency to accept earlier or later placement of a child, or death of the employee's spouse or other compelling circumstances.
- 26.5.5 In the case of maternity leave, the Company may, after giving the employee not less than 14 days notice in writing, require the employee to commence maternity leave at any time within six weeks immediately prior to the presumed date of confinement.

26.6 Special Provisions Relating to Maternity Leave

- 26.6.1 **Transfer to a Safe Job** - Where, in the opinion of a registered medical practitioner, illness or risk arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at the present work, the employee shall, if the Company deem it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave. If the transfer to a safe job is not practicable, the employee may, or the Company may require the employee to, take leave for such period as is certified necessary by the registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of this clause.
- 26.6.2 **Special Maternity Leave and Sick Leave** - Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks otherwise than by the birth of a living child, the employee shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before the employee returns to work; or for illness other than the normal consequences of confinement, the employee shall be entitled, either in lieu or in addition to special maternity leave, to such paid sick leave as stands to the employee's credit and which a medical practitioner certifies as necessary before the employee's return to work. Where an employee not then on maternity leave suffers illness related to the pregnancy, the employee may take such paid sick leave standing to the employee's credit and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before the employee returns to work, provided the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period of leave to which the employee is entitled under 26.3.1 hereof.

26.7 Leave and Other Entitlements

Provided the aggregate of any leave taken under this clause does not exceed the period of leave to which the employee is entitled under clause 26.3 hereof, an employee may, in lieu of or in conjunction with leave, take any annual leave or long service leave or part thereof to which the employee is entitled, but paid sick leave or other paid authorised absences shall not be available to an employee during absence on leave in accordance with this clause.

26.8 Effect of Leave on Employment

A period of parental leave does not break an employee's continuity of service, but does not otherwise count as service except:

- (a) For the purpose of determining the employees entitlement to a later period of parental leave or
- (b) As expressly provided in a law of the Commonwealth, State or Territory, or as expressly provided in an award, order, or certified agreement.

A period of absence on unpaid Parental Leave does not accrue Annual Leave or Long Service Leave credits.

26.9 Termination of Employment

26.9.1 An employee on leave in accordance with this clause may terminate employment at any time during the period of leave by notice given in accordance with this award.

26.9.2 The Company shall not terminate the employment of an employee on the grounds of pregnancy, the pregnancy of a spouse or that the employee proposes to adopt a child, or because the employee is absent on leave in accordance with this clause, but otherwise the rights of the Company in relation to termination of employment are not hereby affected.

26.10 Cancellation of Leave

26.10.1 Leave applied for but not commenced shall, subject to the provisions of clause 26.6 hereof, be cancelled when the pregnancy of an employee or the employee's spouse is terminated otherwise than by the birth of a living child or, in the case of adoption leave, when the adoption is not proceeded with or abandoned.

26.10.2 Where an employee has commenced maternity leave or adoption leave and the leave is cancelled because of reasons specified in clause 26.6 hereof, the employee shall notify the Company in writing and it shall be the right of the employee to resume work from the date of notice in writing by the employee to the employer of the desire to return to work.

26.11 Variation of Leave

Provided the maximum period of leave does not exceed the period to which the employee is entitled under clause 26.3 hereof:

- (a) the period of leave may be varied once only by the employee giving not less than 14 days notice in writing, stating the period by which the leave is to be lengthened;
- (b) the period may be further lengthened by agreement between the Company and the employee;
- (c) the period of leave may, with the consent of the Company be shortened by the employee giving not less than 14 days notice in writing, stating the period by which the leave is to be shortened.

26.12 Return to Work After Leave

26.12.1 An employee shall confirm the intention to return to work by notice in writing to the Company giving not less than four weeks prior to the expiration of the period of leave.

26.12.2 An employee, upon returning to work after leave or the expiration of notice required by clause 26.12.1 hereof, shall be entitled to the position which the employee held immediately before proceeding on leave, or, in the case of an employee transferring to a safe job in accordance with clause 26.6.1 hereof, to the position which the employee held

immediately prior to such transfer, or where the employee has transferred to part time work due to pregnancy, to the position the employee held prior to such transfer.

Where such position no longer exists, but there are other positions available which the employee is qualified and is capable of performing, the employee shall be entitled to a position as nearly as possible comparable in status and pay to that former position.

26.13 Replacement Employees

- 26.13.1 A replacement employee is an employee specifically engaged as a result of an employee proceeding on leave in accordance with this clause.
- 26.13.2 Before the Company engages a replacement employee, the Company shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 26.13.3 Before the Company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the Company shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- 26.13.4 Nothing in this subclause shall be construed as requiring the Company to engage a replacement employee.

27. Disciplinary Code

- 27.1 Where an employee is alleged to have breached the terms of employment or good order and discipline the following procedure will apply:
 - 27.1.1 The employee and representative if requested, will be given all facts relating to the matter known to the Company and the opportunity to respond. The Supervisor may counsel or warn the employee on the first such occasion recording the particulars in the presence of the employee on the employee's personal history card. On the second or subsequent occasions the Supervisor will refer the matter to the Manager Employee Relations.
 - 27.1.2 The Manager Employee Relations upon reference of an alleged breach of employment terms and/or discipline will interview the employee in the presence of the Union Representative(s) and Supervisor(s)/Manager and may issue the employee with a final written warning, copies of which will be issued to all involved parties.
 - 27.1.3 The Manager Employee Relations may in lieu of, or as well as issuing a final warning, suspend or transfer the employee in which case advice of this action will be given to the employee and Union Representative(s) at the interview.
 - 27.1.4 If an employee has reason to receive a second formal warning within any period of 12 consecutive months, the Company may terminate the employee's contract of employment by payment of such wages as are due in lieu of notice.
- 27.2 Nothing in this code limits the Company from exercising summary termination of the employee's services within the Award Contract of Employment.

28. Disputes Settling Procedure

- 28.1 Intent - This procedure provides a series of steps whereby the parties in dispute engage in discussion and problem solving with a view to settling conflict by negotiation.

Work will continue normally whilst the procedure is exercised so as to ensure employees do not lose income and the Company does not lose production.

28.2 Commencement -

Once a dispute is identified, the pre-dispute conditions will be maintained for the duration of the dispute settling procedure unless some other condition is necessary to safeguard personnel or plant/equipment, in which case, the Manager concerned, will communicate reasons to the person representing the personnel involved. Such a decision will be without prejudice to any final solution reached.

28.3 Responsibilities -

Union Representatives accept their obligation to ensure work continues normally during the dispute settling procedure.

Management representatives at all levels accept their obligation to ensure pre-dispute conditions are maintained for the duration of the dispute settling procedure.

28.4 Procedure -

Step 1 -

- (a) The details of the dispute or claim will be presented to the Supervisor.
- (b) If the supervisor's immediate response is not accepted or if there is a need to further investigate the situation or to refer it to a more senior officer, then an Industrial Incident Report will be prepared which will include the employee's version of the dispute. (A copy of this form is included as Attachment 1.)
- (c) It will be the supervisor's obligation to provide a response to the issue as soon as possible. If a response is not given by the end of the supervisor's next ordinary shift, then he will give a progress report which will include an undertaking as to the time by which a response will be given.
- (d) The response will be via the Industrial Incident Report (I.I.R.) and will contain the Superintendent and Managers' views where appropriate. If the delegate or representative is not in receipt of a reply by the end of the next shift, or by the agreed time, he will seek one from the Supervisor. Note that a copy of the Industrial Incident Report will be sent to the Employee Relations Department for their input. If the Employee Relations Department's comments or action are required, the I.I.R. is to be marked "Input Required".

Step 2 -

- (a) If the response provided by way of I.I.R. is not accepted, the aggrieved person and/or Union representative may seek discussion with the Manager. Alternatively, the Manager Employee Relations will convene a conference with the aim of resolving the dispute to the satisfaction of all the parties. This will be done by discussion or a series of discussions where all the circumstances can be reviewed by Union and Management Representatives.

Step 3 -

- (a) If resolution cannot be reached, then either party will refer the matter to the Industrial Relations Commission of New South Wales.

28.5 Condensed Procedure -

If a Union Representative is of the view that a ban, limitation or stoppage of work is imminent, he will request an immediate conference of the parties by notifying the appropriate Manager, the appropriate Convenor/Official and the Manager Employee Relations.

28.6 Dispute Settling Objectives

- 28.6.1 The purpose and objective of the Dispute Settling Procedure is to prevent loss of wages to employees and damage to the Company's ability to maintain employment by preventing disruption to production.
- 28.6.2 Employees agree to follow the dispute settling procedure in all matters which are in dispute.
- 28.6.3 Any stoppage of work, ban or limitation which takes place without the agreed dispute settlement procedure being followed, will result in the personnel involved foregoing an amount equal to 6% of rate of pay and bonus for a period of 4 weeks.
- 28.6.4 Should the stoppage of work, ban or limitation take place without the agreed dispute settlement procedure being followed in its entirety the Company will notify the matter to the Industrial Relations Commission of New South Wales prior to clause 28.6.3 above being applied."

29. Contract of Employment

- 29.1 Subject as provided for elsewhere in this award employment shall be on a weekly basis.
- 29.2 Employment of employees on probation for the first two weeks of service shall be from day to day at the weekly rate fixed determinable at a day's notice.
- 29.3 Employees shall perform such work as the Company shall, from time to time, reasonably require and an employee not attending for or not performing duty shall, except as provided by clause 18, Sick Leave, lose pay for the actual time of such non-attendance or non-performance.
- 29.4 Subject as aforesaid employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. Where an employee has given notice or has been given notice by the Company, the employee shall, upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.
- 29.5 This clause shall not affect the right of the Company to deduct payment for any day or portion thereof during which an employee is stood down by the Company as the result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee, or to deduct payment for any day during which the employee cannot be usefully employed because of any strike or through any breakdown of machinery, or due to any cause for which the Company cannot reasonably be held responsible.
- 29.6 This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be payable up to the time of dismissal only.

30. Mechanical Tradespersons Classification Structure & Competency Standards

- 30.1 Mechanical Tradespersons will retain entitlement to provisions of the Metal Engineering and Associated Industries Award 1998 in respect of classification structures and competency standards.

31. Time and Payment of Wages

- 31.1 All wages shall be paid weekly by Electronic Funds Transfer.

32. Retention of Rate

32.1 Where, as a result of the rationalisation of the Company's operations, the introduction of technological change or changes in work practices, an employee is appointed to a classification or classifications which receive lower earnings from the sum of margin and bonus than did the employee's classification immediately prior to the appointment or the first appointment ("the previous classification"):

32.1.1 If the employee has two or more years' continuous service with the Company, the employee shall retain the sum of margin and bonus applicable to the previous classification as follows:

- (a) in the first and second years after the date of the employee's appointment, full retention of the sum of margin and bonus applicable to the previous classification;
- (b) in the third year after the date of appointment, half retention of the sum of margin and bonus applicable to the previous classification;
- (c) thereafter, no retention.

Provided that when the sum of margin and bonus of the employee's new classification exceeds the sum of margin and bonus of the previous classification, the employee shall thereafter receive payment of margin and bonus applicable to the employee's new classification.

32.1.2 If the employee has less than two years' continuous service with the Company, the employee shall retain the sum of margin and bonus applicable to the previous classification as follows:

- (a) in the first year after the date of appointment, half retention of the sum of margin and bonus applicable to the previous classification;
- (b) thereafter, no retention.

Provided that when the sum of margin and bonus of the employee's new classification exceeds the sum of margin and bonus of the previous classification, the employee shall thereafter receive payment of margin and bonus applicable to the employee's new classification.

32.2 Where as a result of a market change affecting the Company's operations, an employee is appointed to a classification or classifications which receive lower earnings from the sum of margin and bonus than did the employee's classification immediately prior to the appointment or the first appointment ("the previous classification"), if the employee has two or more years' continuous service with the Company, the employee shall retain the sum of margin and bonus applicable to the previous classification as follows:

- (a) in the first year after the date of the employee's appointment, full retention of the sum of margin and bonus applicable to the previous classification;
- (b) in the second year after the date of the employee's appointment, half retention the sum of margin and bonus applicable to the previous classification;
- (c) thereafter, no retention.

Provided that when the sum of margin and bonus of the employee's new classification exceeds the sum of margin and bonus of the previous classification, the employee shall thereafter receive payment of margin and bonus according to the employee's new classification.

- 32.3 Where an employee, as a result of the circumstances specified in subclauses 32.1 and 32.2 ceases to be entitled to a leading hand allowance the employee shall, (provided the employee had been receiving such leading hand allowance throughout the six months immediately preceding such cessation of the employee's entitlement thereto), retain the leading hand allowance to which the employee was entitled immediately preceding such cessation of the employee's entitlement subject to the same qualifications and adjustments as are specified in subclauses 32.1 and 32.2.

33. Redundancy and Retrenchment

- 33.1 The employer will consult employees and their representatives in circumstances where a redundancy or retrenchment is likely to occur.
- 33.2 Redundancy - Where a reduction in labour requirements becomes necessary, voluntary redundancy will be explored prior to any retrenchment.
- 33.3 The following redundancy payment shall be paid to employees with at least one years completed service.
- 33.3.1 Notice - 4 weeks pay (1 additional week if over 45 years of age).
- 33.3.2 Redundancy Payment - 3 weeks pay for each completed year of service or part thereof up to a maximum payment of 52 weeks.
- 33.4 Retrenchment (Involuntary Redundancy) - In the event of retrenchment becoming necessary, the Company will commence discussion with the relevant Unions in accordance with the Award Disputes Settling procedure about the terms of severance payment.
- 33.5 When involuntary redundancy or retrenchments occur, the Company will provide the following services:
- Outplacement
 - Financial planning
 - Counselling
 - Job interviews
 - Skill enhancement

34. Definitions

- 34.1 Day workers are employees other than shift workers and include employees on night work within clause 11.4, Night Work for Day Workers and Day Shift Workers, of this award.
- 34.2 Monday to Saturday shift workers are shift workers whose ordinary working hours are worked between Monday and Saturday.
- 34.3 Where shifts commence between 11.00pm and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

34.4 Annual leave rate of pay means -

34.4.1 in the case of -

- (a) annual leave under clause 20, Annual Leave and days added to the period of annual leave under clause 21, Days Added to the Period of Annual Leave, or Long Service Leave, taken by an employee immediately before or after leave under the *Annual Holidays Act 1944*;
- (b) payment in respect of annual leave or days added to the period of annual leave being made to an employee under the said clauses 20 and 21 upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act 1944*, in respect of such termination,

34.4.2 the ordinary pay of the employee, calculated in accordance with the *Annual Holidays Act 1944*, for the leave taken or payments made under that Act;

34.4.3 in the case of annual leave under the said clause 20 and days added to the period of annual leave under the said clause 21 being taken otherwise than immediately before or after leave under the *Annual Holidays Act 1944*, the ordinary pay of the employee, calculated in accordance with the *Annual Holidays Act 1944*, as if such leave had been taken under the Act.

34.5 Confined space means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or when required to wear breathing apparatus with respirable air or oxygen from a source that is independent of his working environment and subject thereto shall include inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

34.6 Electrician means an employee who:

34.6.1 has served an electrical apprenticeship or recognised equivalent; and

34.6.2 has successfully completed a recognised electrical trades course or recognised equivalent; and

34.6.3 has obtained an "A" grade electrical mechanic's licence.

Provided that the Company may, in its discretion, classify as Electricians:

34.6.4 employees classified as either electrical mechanics or electrical fitters as at 18 May 1987 who have not obtained "A" grade electrical mechanic's licence. Such employees will be employed in the classification of Electricians or Electricians Grade 2 provided they can obtain a "B" grade electrical mechanic's licence and have the other requirements for the classification:

34.6.5 employees who are required to perform shop work, such as armature winding, which does not require either an "A" grade or "B" grade electrical mechanic's licence.

34.7 Electrician Grade 1 means an employee who:

34.7.1 has served an electrical apprenticeship or recognised equivalent; and

34.7.2 has successfully completed a recognised electrical trades course or recognised equivalent; and

- 34.7.3 has obtained an "A" grade electrical mechanic's licence; and
- 34.7.4 has successfully completed an "in-house" training course of 100 or more hours' duration which has been conducted as a result of the introduction of major technical advancements associated with major capital investment. Provided that an "in-house" training course within the meaning of this definition is one which seeks to advance employees beyond the skills learnt during an electrical trades course to qualify for reclassification to this grade; further, a course which is aimed primarily at assisting employees to relearn skills learnt during an electrical trades course is not an "in-house" training course within the meaning of this definition.

Employees classified in this grade shall perform, as required, the full range of work up to and including their level of training.

34.8 Electrician Grade 2 means an Electrician (as defined) who:

- 34.8.1 has successfully completed a post trade or a special course offered by the Department of Technical and Further Education, approved by the Company; or
- 34.8.2 has successfully completed one year of a two-year post trades course approved by the Company; or
- 34.8.3 has successfully completed one year of an Engineering Certificate Course, or an Associate Diploma Course, approved by the Company; or
- 34.8.4 has successfully completed one year of a part-time university degree course approved by the Company.

Employees classified in this grade shall perform, as required, the full range of work up to and including their level of training.

Appointments to this grade shall be within the discretion of the Company.

34.9 Electrician Grade 3 means an employee who:

- 34.9.1 has served an electrical apprenticeship or recognised equivalent; and
- 34.9.2 has successfully completed a recognised electrical trades course or recognised equivalent; and
- 34.9.3 has obtained an "A" grade electrical mechanic's licence; and
- 34.9.4 has successfully completed a two-year post trades course, approved by the Company, and has worked as an Electrician Grade 2 for one year; or
- 34.9.5 has successfully completed two years of an Engineering Certificate Course, or an Associate Diploma Course, approved by the Company and has worked as an Electrician Grade 2 for one year; or
- 34.9.6 has successfully completed two years of a part-time university degree course approved by the Company.

Employees classified in this grade shall perform, as required, the full range of work up to and including their level of training.

Appointment to this grade shall be within the discretion of the Company having regard to its manning requirements and the Company's assessment of the employee's suitability for appointment to this grade.

34.10 Electrician Grade 4 means an Electrician Grade 3 (as defined) who has worked for one year as such and who:

34.10.1 has successfully completed an Engineering Certificate Course or an Associate Diploma Course approved by the Company; or

34.10.2 has successfully completed four years of a part-time university degree course approved by the Company.

Employees classified in this grade shall perform, as required, the full range of work up to and including their level of training, and with minimum supervision and technical guidance.

Appointment to this grade shall be within the discretion of the Company having regard to its manning requirements and the Company's assessment of the employee's suitability for appointment to this grade.

35. Union Representatives

35.1 The Company shall give recognition to an employee who is the representative of employees in a location where the employee is employed and shall be allowed the necessary time during working hours to interview the Company or its representatives in the case of a dispute affecting employees in his area; provided that the Company shall not be bound to give recognition as representative to an employee in respect of whom a written notification has been received from the Union concerned that the Union does not recognise that employee as a representative.

35.2 The Company shall, upon request, provide each recognised representative with a suitable locker for the purpose of storing relevant Union material at the workplace.

35.3 Recognised delegates may be granted up to 3 days per annum trade Union training leave without loss of ordinary pay (excluding overtime). Such leave may accrue to a maximum of 5 days. Reasonable requests for additional days may be authorised by the Company subject to meeting operational needs.

35.3.1 The taking of such leave will be for the purposes of attending formal trade Union training courses.

35.3.2 The relevant union will provide to the employer reasonable notice in writing of the need for such training.

35.3.3 As far as practicable, such leave should be organised so as to minimise the need for the employer to replace the delegate by the working of overtime and to allow the delegate to be released within ordinary time. It is recognised that the employer and delegate may need to demonstrate flexibility in the rostering of shifts to allow this to occur.

35.3.4 Where issues arise as to the application of this clause, discussions will be held, consistent with local consultative arrangements and the dispute settlement procedure under this Award, with a view to resolving the issue prior to the commencement of the training.

36. Plant Shut Downs

36.1 Where rostered days off are a feature of the method of working a 38-hour week, they may be accrued and discharged during plant shut down periods nominated in an annual roster made following consultation and agreement between the parties.

37. Protective Clothing & Equipment

- 37.1 The Company will supply and the employee will wear personal protective equipment when engaged in any work which, in the opinion of the Company, but subject to review by the Industrial Relations Commission of New South Wales, necessitates the use of personal protective equipment.
- 37.2 The employee shall pay the costs of any replacements necessary by reason of loss or breakage due to their carelessness.
- 37.3 Clothing and protective equipment will be issued on commencement and thereafter on a replacement basis.

38. Apprentices

Where any provisions so far as they relate to apprentices, are inconsistent with the provisions of this clause, the provisions of this clause shall, to the extent of the inconsistency, prevail.

- 38.1 Conditions of Employment - The ordinary conditions of employment, including method of payment, award holidays, hours and overtime, shall be those contained in this award provided an apprentice whilst under 18 years of age shall not be allowed to work shift work, and the apprentice shall not work shift work unless working under the control of a tradesperson in the same trade. The apprentice shall not be required to work overtime during the first year of his or her apprenticeship unless he or she is willing to do so.
- 38.2 Lost Time - The Company may deduct from the wages of an apprentice amounts proportionate to the working time lost by the apprentice in any wage period when suspended under the provisions of clause 38.3 of this clause or owing to his or her absence from the service of the Company, unless such absence is caused by:
- 38.2.1 The Company's fault;
- 38.2.2 Illness not exceeding one week in each year of service duly certified by a qualified medical practitioner;
- 38.2.3 The occurrence of any holiday prescribed by this award.
- 38.3 Disciplinary Code - The apprentice may be suspended by the Company without pay during such period of suspension for the following reasons, and subject to the undermentioned limitations of each suspension, viz.:

Nature of Offence or Misdemeanour

First Offence - The apprentice shall be told that this caution will be recorded.

Second Offence - The apprentice may be Suspended for a period not exceeding five working days (without pay).

Time lost by such suspension shall be made up at the end of each year.

Disobedience, Laziness,
Bad Timekeeping,
General

Third Offence - The apprentice may be suspended for a period not exceeding ten working days (without pay). Time lost by such suspension shall be made up at the end of each year.

Following a suspension the apprentice may be brought before the Manager Employee Relations who shall admonish the apprentice and advise the apprentice that further offences may lead to cancellation of indenture in Accordance with *Apprenticeship and Traineeship Act 2001*.

- First Offence - The apprentice may be suspended for a period not exceeding five working days (without pay). Time lost by such suspension shall be made up at the end of each year.
- Insolence, Wilful
Disobedience, Wilful
Damage to Property, Neglect
of Safety Precautions
which may result in injury,
Theft, Assault or Other
Serious and Wilful
Misconduct
- Second Offence - The apprentice may be suspended for a period not exceeding ten working days (without pay). Time lost by such suspension shall be made up at the end of each year.
- Following a suspension the apprentice may be brought before Manager Employee Relations who shall admonish the apprentice. If conduct which leads to the suspension persists the apprentice may be further suspended and the apprentice's indenture may be cancelled in accordance with Part 4 of the *Industrial and Commercial Training Act* 1989.
- 38.3.1 When the Company intends to suspend an apprentice it shall immediately so advise the Commissioner for Vocational Training and the Union or Unions covering the trade.
- 38.3.2 When the Company suspends an apprentice, the suspension shall be effected by handing or delivering to the apprentice a notice in writing specifying:
- (a) Particulars of the offence alleged to have been committed;
 - (b) The period of suspension;
 - (c) That future misconduct may cause the Company to seek cancellation of the indenture;
 - (d) The address of the Commissioner for Vocational Training; and
 - (e) That the apprentice is entitled to apply to the Commissioner for Vocational Training at that address, by letter, to have the suspension set aside.
- 38.3.3 The Company shall forward a copy of the notice to the Commissioner for Vocational Training, the Union or Unions covering the apprentice's trade and to the parent or guardian of the apprentice on the same day as the notice is handed or delivered to the apprentice.
- 38.3.4 Any purported suspension not affected in accordance with the above shall be of no effect.
- 38.3.5 Nothing in this clause shall affect the rights or obligations of any party to the apprenticeship under the *Industrial and Commercial Training Act* 1989.
- 38.4 Wages - The minimum weekly rates of pay for apprentices shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
- 38.4.1 The total wages of apprentices shall be calculated to the nearest ten cents, any broken part of ten cents in the result not exceeding half of ten cents to be disregarded.
- 38.4.2 An employee who is under twenty-one years of age on the expiration of his or her apprenticeship and thereafter works as a minor in the occupation to which the employee has been apprenticed shall be paid at not less than the adult rate prescribed for that classification.
- 38.4.3 The special rates provisions in this award shall apply to apprentices in the trades where tradespersons are paid these special rates.

- 38.4.4 Tool allowance - This allowance shall apply to apprentices as set out in Item 30 of Table 2. The allowance shall apply for all purposes of the award.

39. Anti-Discrimination

- 39.1 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.
- 39.2 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.
- 39.3 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.
- 39.4 Nothing in this clause is to be taken to affect:
- 39.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 39.4.2 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 39.5 This clause does not create legal rights or obligations in addition to those imposed upon parties by the legislation referred to in this clause.
- 39.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

40. Contractors

- 40.1 It is understood and agreed by the parties that subject to prior consultation with Union Representatives contractors shall be used by the Company to carry out work at the employers facilities as and when required.
- 40.2 The parties agree that it is in the interests of all to ensure that there is an appropriate balance between internal and external sourcing of labour. It is important that reputable contractors, who work both on-site and off-site, have a key role to play in the viability of the business.
- 40.3 Contractors will employ labour under the appropriate award/agreement.
- 40.4 Further, contractors will be used when there is a business case to do so. In determining this, regard shall be had for safety, quality, delivery and cost performance as well as requirements to:
- 40.4.1 Meet peak, cyclic or intermittent workload including shutdowns, projects and capital works;
- 40.4.2 Provide specialist services and/or packages;
- 40.4.3 Improve efficiency.
- 40.5 To this end the Company shall develop, in conjunction with the Union, an agreed list of preferred contractors.

- 40.6 A Register of contractors working on the site will be kept. This register will be available for inspection by Union representatives and officials.

41. Personal Accident and Sickness Insurance

- 41.1 The employer has taken out an insurance cover that provides all employees covered by this agreement with Income Protection for personal accident and sickness.

- 41.2 The policy benefits will include:

Income protection to gross weekly earnings.

24 hours/7 days coverage.

Benefit payable up to 2 years.

Journey Accident Coverage

Worldwide cover

An excess of 7 days will apply.

All leave benefits do not accumulate whilst an employee is receiving Income Protection.

Employees service is not affected.

- 41.3 Cover

An insurance policy will be arranged for employees up to the age of 70 years and following 6 months service providing Personal Accident and Sickness Insurance Benefits.

- 41.4 Exclusions

- (a) Employees engaged on short term or fixed term basis.
- (b) Employees with less than 6 months continuous service.
- (c) Absences covered by workers compensation or arising from works related injury or illness.
- (d) Absences less than 7 days in duration.
- (e) Injury or illness arising from the unlawful actions of the employee.
- (f) Absences which would otherwise be covered by parental or carers leave.
- (g) Absences resulting from alcohol, drug or substance abuse.
- (h) Absences resulting from high risk sporting or recreational activities generally precluded from personal accident insurance arrangements (sky diving, flying other than as a passenger in a licensed aircraft, training or playing professional sport).
- (i) Illnesses/injuries arising from HIV/AIDS, radiation, pregnancy or war.
- (j) Where the employee is entitled to benefits arising from personal injury insurance (eg. motor vehicle CTP insurance, sporting injury insurance, etc.), other than workers compensation, the

wage support otherwise extended under this clause will be reduced by the amount of insurance benefit paid. Where such monies are paid by an insurer substantially after the absence, the employee is required to repay such monies to the employer. The employer may require the employee to authorise the employer to claim such monies direct from the insurer prior to receiving extended wage support.

41.5 Benefits

- 41.5.1 Lump sum payments for Death, Permanent Disablement and illness/injury resulting in certain surgical procedures within 12 months of diagnosis.
 - 41.5.2 Weekly payment benefits for temporary total disablement up to a maximum period of 2 years at the award rate plus 12 months average over award payment excluding allowances.
 - 41.5.3 Lump sum payments for injury resulting in bone fractures, excluding teeth.
 - 41.5.4 Lump sum payment for certain serious medical conditions.
- 41.6 Multiple periods of extended absences occurring within 6 months from the same or related cause(s) will be deemed a continuation of the prior period.
- 41.7 Employees are required to provide medical certificate meeting the same criteria as for sick leave for absences from 7 to 28 days duration, thereafter medical certification requirements will be as determined by the insurer.
- 41.8 The Company will administer claims made under the Personal Accident and Sickness Insurance Policy.

42. Salary Sacrifice

Salary sacrifice is available for employees for the purposes of superannuation contributions and the purchase of lap top computers where this is in line with Australian Taxation Office Guidelines.

43. Protection of Employee Entitlements

- 43.1 The Company agrees to a process of consultation with the Unions party to this award about the ability of the Company to meet employee entitlements. The consultation will take the following form:
- 43.1.1 Following the publication of the Smorgon Steel Group Ltd annual accounts, the auditor of the Company will provide a report to the Company. The Company will provide the Union with this information within 30 days from publication of the Company accounts.
 - 43.1.2 The Company will meet all reasonable costs associated with obtaining the auditor's report each year.
 - 43.1.3 In the event that, based on the information set out in 43.1.1 above the Company receive less than BB+ credit rating then subject to any other legal obligations, the Company will hold discussions as soon as practicable with Unions party to this award in relation to the status of employees entitlements.
 - 43.1.4 The Unions party to this award agree that they will observe all confidentiality obligations reasonably required of them in relation to the commercially sensitive information supplied to it during this process.

44. Enterprise Arrangements - Restructuring

- 44.1 Parties to this Award are committed to the ideal of making the Company more productive and competitive hence capable of sustaining job security through business growth utilising the following precepts:
- 44.1.1 the development of a more highly skilled and flexible workforce
 - 44.1.2 the provision of career opportunities to employees through appropriate training and the acquisition of additional skills
 - 44.1.3 the removal of barriers to the utilisation of skills acquired
 - 44.1.4 the establishment of suitable work patterns which provide for a broader range of tasks which an employee may perform.
 - 44.1.5 Continuing capital investment to improve plant/equipment and enter areas of new business.
- 44.2 Agreement has been reached to continue with the following objectives which are expected to enhance productivity through more flexible forms of work organisation.
- 44.2.1 Training and Skills Formation Objectives -
- (a) Career structures will be linked to training and skill formation, with movement within and throughout these structures being based on demonstrated training, skill and competency levels.
 - (b) To ensure equity within career structures, all employees will be given opportunities to participate in skill formation and enhancement regardless of job function. This will include but not be limited to:
 - (i) the acquisition and use of electronics/instrument servicing skills by suitably qualified personnel with nationally recognised qualifications where existing
 - (ii) the acquisition and use by of the full range of mechanical, pneumatic, hydraulic and electrical skills, by suitably qualified personnel with nationally recognised qualification where existing
 - (iii) Where nationally recognised qualifications do not exist at the time of making this agreement and are established during the life of this agreement, suitable and appropriate arrangements (having regard to the needs of the business) will be made for necessary training and accreditation.
 - (iv) the full use of non trade skills to affect mobility between career structures.
- 44.2.2 Employee skill/competence level and the demonstration of these on-the-job, will provide the basis for movement within career structures, internal transfer and performance management. All other factors being equal, length of service will be taken into consideration.
- 44.2.3 Consideration will be given to the individual capacity and aptitude of employees for performance of other tasks. Where necessary and practicable suitable training will be provided to allow employees to meet required standards.
- 44.2.4 All employees will be given an opportunity to exercise the full range of their skills and will be required to perform any job within his or her skill, competence and training level. This will include but not be limited to the removal of all restrictions on the performance of manual activities by wages employees acting as leading hands.

- 44.2.5 Supervisors will provide employees with guidance, instruction and direct assistance where needed to ensure tasks are performed to required standards of quality/efficiency/safety.
- 44.3 Quality Efficiency Focussed Work Practice Objectives -
- 44.3.1 Employees will participate in setting targets and monitoring performance so as to identify areas of change which may contribute to productivity/quality improvement.
- 44.3.2 Following prior consultation employees will accept the concept of doing a whole job including such tasks incidental to the completion of that job including cleaning/servicing equipment/area as indicated.
- 44.3.3 Plant/equipment will be operated to maximum operating capacity, without any imposed limits.
- 44.3.4 Plant/equipment will be operated continuously throughout crib periods, change of shifts and if short handed, for periods up to two (2) hours, until crew absences are filled.
- 44.3.5 Mobile equipment and cranes incidental to the main task will be operated by any suitably trained person provided it is safe in the circumstances to do so. The parties will confer as necessary to identify incidental activity.
- 44.4 Labour Management Objectives -
- 44.4.1 All positions designated relief, will be absorbed into manning levels sufficient to provide reasonable coverage for crib breaks, change of shift and other absences eg. sick, long service leave, annual leave etc.
- 44.4.2 Absenteeism is recognised as a significant issue required to be addressed by both Unions and Management. During the period of this award, employees with an unsatisfactory attendance will be identified, counselled and subject to the agreed disciplinary code.
- 44.5 Job Security -
- The parties to this Agreement recognise the following agreed facts:
- 44.5.1 acceptance of change by employees in the workplace is partially influenced by their perception of the degree of job security which is present.
- 44.5.2 change should be the real security.
- 44.5.3 an attitudinal change within the whole workforce will develop a workplace culture that confronts change and encourages a dynamic, adaptive and commitment-based approach to work and management practices. That dynamic, adaptive and commitment-based approach will ensure the Company is well placed to both horizontally and vertically integrate existing products and processes as well as develop new products and processes.
- 44.6 Continuous Improvement -
- 44.6.1 Continuous improvement means ongoing process enhancement through constant attention to new and higher standards of achievement.
- 44.6.2 In this award the parties accept a requirement to ensure that conditions are maintained which promote change and maintain gains in production processes.

- 44.6.3 Through participation, involvement, skill development and communication, the parties will create a disciplined approach to change which will have as an outcome, the competitive success of the Company.
- 44.6.4 In practical terms Continuous Improvement means a willingness to:
- (a) Work to achieve maximum quality/maximum efficiency
 - (b) Maintain minimum inventory
 - (c) Eliminate laborious work through teamwork and co-operation
 - (d) Maintain a questioning - open minded attitude
 - (e) Pass on useful information
 - (f) Remain objective
 - (g) Be constructive with criticism
 - (h) Keep everything in the workplace in order
 - (i) Keep the workplace clean
 - (j) Develop procedures for getting things done quickly, correctly and follow these procedures routinely
- 44.6.5 The parties agree that through elimination of waste, focussing on customer satisfaction and producing value goods and service, the Company will achieve a satisfactory return on investment and provide security/growth opportunities for employees.
- 44.7 Cost Containment -
- 44.7.1 A specific commitment is given by all employees to achieve a reduction in costs associated with:
- (a) supply of personal protective equipment including clothing, eyewear, footwear and gloves;
 - (b) supply of tools, slings, furniture and other items ancillary to the conduct of work;
 - (c) damage to mobile equipment;
- 44.8 Occupational Health Safety & Rehabilitation -
- 44.8.1 The parties shall comply with the requirements of *NSW Occupational Health and Safety Act 2000* and any amendments thereof, and with Regulations made under the said Act.
- 44.8.2 The parties fully endorse and support the principles of the formalised Occupational Health Safety & Rehabilitation Program, as outlined in departmental Occupational Health Safety & Rehabilitation Reference Manuals.

45. No Extra Claims

- 45.1 It is a term of this Award that the Union(s) undertake not to pursue any extra claims, award or over award.

46. Area, Incidence & Duration

- 46.1 This award rescinds and replaces the Commonwealth Steel Company Limited - Award - 2001 published 6 September 2002 (336 I.G. 1).
- 46.2 This award will take effect on and from the first pay period beginning on or after 1 October 2004 and will remain in force until 30 September 2006.
- 46.3 This Award shall be binding upon the Commonwealth Steel Company Limited trading as Smorgon Steel Manufacturing and Grinding Media Waratah, New South Wales and to its employees who are engaged in any of the classifications specified in this Award and the following Unions:

The Australian Workers Union, Newcastle, Central Coast and Northern Regions Branch

Automotive, Foods, Metals, Engineering, Printing & Kindred Industries Union

New South Wales Plumbers and Gasfitters Employees Union

Construction Forestry Mining and Energy Union - Construction Division, New South Wales Branch

Electrical Trades Union of Australia, New South Wales Branch

47. Leave Reserved

Leave is reserved with respect to:

Clause 6 Mixed Functions

Clause 7 Special Rates

Clause 8 Electricians - Special Rates

Clause 9 General - Special Rates

Part B Table 1 Rates of Pay in respect of the classification structure in Engineered Products.

ATTACHMENT 1

COMMONWEALTH STEEL COMPANY LIMITED WARATAH

1st Copy White - Delegate's Copy

2nd Copy Blue - Employee Rels Dept

3rd Copy Pink - Department Copy

INDUSTRIAL INCIDENT REPORT

1. Issue Raised by: _____ Date: _____

_____ Time: _____ am/pm

2. Details of Incident/Issue: _____

3. Union Representative's View of Issue/Dispute: _____

-
-
-
4. Manager/Supervisor's View: _____
-
-
5. Manager's Position/Policy Statement: _____
6. Follow Up Action: _____
-
-
7. Manager/Supervisor responsible: _____ Date: _____
- _____ Time: _____ am/pm

ATTACHMENT 2

Arrangements for Working 12 Hour Shifts

1. Annual Leave: Annual leave may commence and finish on any day of the week. Total annual leave (which includes any other accrued days) should be taken in no more than 3 separate periods over the year. Flexibility in the start days is restricted only by the ability to manage the number of people on annual leave at any one time. Wherever possible requests of less than one week will be considered.
2. Basis of payment: An employee's annual leave entitlement is governed by the terms of the *Annual Holidays Act* which describes the entitlement in weeks. The Act stipulates that an employee is entitled to "4 weeks" annual leave, plus an additional "week" for a year working 7 day roster.
3. Payment for annual leave will be paid according to the days rostered on to work. An employee will be paid according to the roster plus any weekend penalties/ring rosters and shift allowances which would have been paid if the employee had been at work.
4. Public Holidays: If a public holiday falls during an annual leave period then the employee is paid 12 hours at ordinary time and the accrued additional annual leave day is added to the leave being taken.
5. If a public holiday is during a rostered off period then the employee is paid an additional 12 hours at ordinary time.
6. If a public holiday is during a rostered on period and the employee is required to work then the employee is paid at double time and a half.
7. Ring Roster Day: If a compulsory overtime shift (ring roster shift) falls within an annual leave period then employees are paid as if at work.

Ring roster shifts occurring in this manner have no bearing on the annual leave entitlement.
8. Sick Leave: Sick leave is accrued in hours by the Award according to years of service.

9. Employees absent from work on a 12 hour shift and who claim sick pay will be paid 12 hours ordinary time and 12 hours will be deducted from the accumulated sick pay entitlement.
10. Penalty Rates: Penalty rate entitlements for overtime or weekend shift work are as provided by the Award.
11. Overtime: Overtime commences after 12 ordinary hours have been worked each shift. Payment will be at double time.
12. Shift Work:
Saturdays - for 12 hour shift work payment will be at time and a half.
Sundays will be at double time.

Arrangements for Working 12 Hour Shifts Attachment 2
13. Public Holidays: For work performed on a public holiday, payment will be at double time and a half.
14. Meal Breaks: 2 x 20 minute paid meal breaks in a 12 hour shift to be taken approximately 4 hours apart at a time best suited to plant operations.
15. Long Service Leave: Long service leave entitlements are governed by the *NSW Long Service Leave Act* and are specified as "weeks". Payment for long service leave is calculated on the number of ordinary hours rostered to work in the period of long service leave taken. Weekend penalty rates/ring roster shifts do not apply to long service leave.
16. Workers Compensation Benefits
Benefits are governed by legislation.

Absent through works injury: Benefits are based on ordinary weekly wage and the shift roster worked by the employee does not alter the benefit.

Working on selected duties: Benefits are calculated on make up to average earning of comparative employees including shift allowances and weekend penalty payments.
17. Shift Allowance: Shift allowance on a 12 hour shift roster is paid in accordance with the award conditions for those on a day/night rotating shift.

PART B

MONETARY RATES

Table 1 - Wages

	Wages per 38 hour week (Award margin plus basic wage \$121.40)		
	COMMENCEMENT DATE		
	1/10/04 3.0% \$	1/6/05 3% \$	1/2/06 3.0% \$
BAR PRODUCTS			
Warehouse - Operator - class 1	596.90	614.80	633.20

Operator - class 2	555.90	572.60	589.80
Operator - class 3	541.10	557.30	574.00
Operator - class 4	537.70	553.80	570.40
Operator - class 5	509.00	524.30	540.00
Bar Mill -			
Operator - level 1	681.90	702.40	723.50
Operator - level 2	651.10	670.60	690.70
Operator - level 3	589.10	606.80	625.00
Operator - level 4	542.60	558.90	575.70
Operator - level 5	496.20	511.10	526.40
Operator - level 6	474.30	488.50	503.20

STEELMAKING			
Operator Level 1	681.90	702.40	723.50
Operator Level 2	657.80	677.50	697.80
Operator Level 3	630.70	649.60	669.10
Operator Level 4	603.50	621.60	640.20
Operator Level 5	576.20	593.50	611.30
Operator Level 6	549.00	565.50	582.50
Operator Level 7	521.80	537.50	553.60
ENGINEERED PRODUCTS			
Forging -			
Operator Level 1*#	673.80	694.00	714.80
Operator Level 2*#	625.40	644.20	663.50
Operator Level 3*#	555.90	572.60	589.80
(6.25%)			
(5.3%)			
Heat Treatment -			
LH Furnace Attendant	581.20	598.60	616.60
Furnace Attendant	537.70	553.80	570.40
20 tonne Crane Driver - H4 Crane	544.50	560.80	577.60
Heavy Machine Bay -			
25 & 20 tonne Crane Driver H3 & H9 crane	544.50	560.80	577.60
Cold Saw Attendant (2 Machines)	519.10	534.70	550.70
Cold Saw Attendant (3 Machines)	531.90	547.90	564.30
Furnace Attendant Induction Hardner	581.20	598.60	616.60
Furnace Assistant Induction Hardner	544.50	560.80	577.60
Heavy Machine Bay Assistant	504.40	519.50	535.10
Electro Slag Refining Plant -			
Leading Hand Operator	601.00	619.00	637.60
Operator	570.80	587.90	605.50
Wheel and Tyre Plant Cheese Preparation -			
Kasto Saw Operator	581.20	598.60	616.60
Kasto Saw Assistant/Pendant Crane Operator	519.10	534.70	550.70
Heating -			
Furnace Operator*#	596.90	614.80	633.20
Furnace Attendant*#	555.90	572.60	589.80
Forming Press -			

Roller*#	653.40	673.00	693.20
Equipment Setter	625.50	644.30	663.60
Press Operator*#	547.70	564.10	581.00
Relief Hand No 1*#	547.70	564.10	581.00
Edgewater Mill -			
Mill Operator*#	625.50	644.30	663.60
Mill Operator's Assistant*#	544.50	560.80	577.60

General -			
Transfer Arm Operator*#	529.10	545.00	561.40
Finisher*#	547.70	564.10	581.00
10 tonne Crane Driver - T13 Crane*#	544.50	560.80	577.60
(6.25%)			
(5.3%)			
Heat Treatment/S.U.B. Line -			
Leading Hand Operator	570.80	587.90	605.50
Operator	544.50	560.80	577.60
Assistant	509.00	524.30	540.00
Machining and Assembly Bays -			
Tyre Machine Bay -			
5 tonne Crane Driver - T9 Crane	544.50	560.80	577.60
5 tonne Crane Driver - T11 Crane	544.50	560.80	577.60
Store Attendant Product Chaser	537.70	553.80	570.40
Axle Machine Bay -			
10 tonne Crane Driver - T8 Crane	544.50	560.80	577.60
Axle Attendant	537.70	553.80	570.40
Axle Assistant	504.40	519.50	535.10
Finishing Line -			
5 tonne Crane Driver - T15 Crane	544.50	560.80	577.60
Stamper	531.90	547.90	564.30
Finishing Line Attendant	531.90	547.90	564.30
Assembly Shop -			
Assembly Press Operator	534.30	550.30	566.80
Assembly Press Operators Assistant	529.10	545.00	561.40
Pendant crane Operator	519.10	534.70	550.70
Painter and Lagger	499.90	514.90	530.30
Assistant	495.10	510.00	525.30
GRINDING MEDIA			
Ball Plant -			
Operator No 3	651.20	670.70	690.80
Operator No 4	642.20	661.50	681.30
Assistant	547.70	564.10	581.00
Despatch -			

Despatch Co-ordinator	646.70	666.10	686.10
Equipment Operator	596.90	614.80	633.20
Equipment Operator	577.70	595.00	612.90
Stores/Transport Operator	555.90	572.60	589.80
GENERAL			
Tradesperson and Assistant - Bricklayer (when engaged on refractory work) - including tool allowance	649.10	668.60	688.70
Plumber - including tool allowance	624.90	643.60	662.90
Bricklayer's Labourer/Pendant Crane Operator	544.50	560.80	577.60
Electrical Tradesperson (including tool allowance)	622.50	641.20	660.40
Electrical Tradesperson Grade 1 (including tool allowance)	640.00	659.20	679.00
Electrical Tradesperson Grade 2 (including tool allowance)	657.40	677.10	697.40
Electrical Tradesperson Grade 3 (including tool allowance)	688.50	709.20	730.50
Electrical Tradesperson Grade 4 (including tool allowance)	715.50	737.00	759.10
The following Tradesperson classification shall only apply to employees who are classified as such as at 18 May 1987			
Electronics Tradesperson - Grade 1 (including tool allowance)	657.40	677.10	697.40
Electronics Tradesperson - Grade 2 (including tool allowance)	688.50	709.20	730.50
Electronics Tradesperson - Grade 3 (including tool allowance)	715.40	736.90	759.00
An additional amount per 38 hour week shall be paid to an employee employed and working as an electrical Tradesperson and possesses an electrician's licence issued under the <i>Electricity Development Act 1945-65</i> as follows:			
"A" Grade	34.00	35.00	36.10
"B" Grade	18.30	18.80	19.40
Engineering Tradesperson C10 (including tool allowance)	586.80	604.40	622.50
Engineering Tradesperson C9 (including tool allowance)	615.50	634.00	653.00
Engineering Tradesperson C8 (including tool allowance)	644.10	663.40	683.30
Maintenance Assistant (including dirt allowance)	549.10	565.60	582.60
MISCELLANEOUS			
Scrap Yard/ Slag Dump Co-ordinator	537.60	553.70	570.30
Scrap Burner	519.10	534.70	550.70
Fork Lift Driver	541.10	557.30	574.00
Excavator Driver	555.90	572.60	589.80
Labourer	491.10	505.80	521.00
Dog Attendant and/or Crane Chaser	504.40	519.50	535.10
Rigger/Roper/Splicer			
(a) with less than 12 months steel industry experience	536.20	552.30	568.90
(b) Thereafter	547.70	564.10	581.00
Rope Inspector	573.80	591.00	608.70
The minimum weekly rates of pay for apprentices shall be as follows :			
(A) Four Year Term -			
First Year	255.90	263.60	271.50
Second Year	330.40	340.30	350.50

Third Year	439.80	453.00	466.60
Fourth Year	504.30	519.40	535.00
(B) Three Year Term -			
First Year	293.20	302.00	311.10
Second Year	439.80	453.00	466.60
Third Year	504.30	519.40	535.00

Table 2 - Other Rates and Allowances

COMMENCEMENT DATE					
Item No	Clause No	Brief Description	1/10/04 3.0% \$	1/6/05 3.0% \$	1/2/06 3.0% \$
1	5	Leading Hands			
		In charge of not more than ten employees	27.00	27.80	28.60
		In charge of more than ten but no more than twenty employees	40.10	41.30	42.50
		In charge of more than twenty employees	51.10	52.60	54.20
2	7.1.2	Hot Work ²	0.56	0.58	0.60
3	7.2	Wet Work ²	2.14	2.20	2.27
4	7.3.1	Working inside stack on the demolition of brickwork ²	4.34	4.47	4.60
5	7.3.2	Explosive powered tools ²	0.14	0.14	0.15
		minimum payment ³	1.23	1.27	1.31
6	7.3.3	Plumber required to compute quantities or make up estimates ²	0.61	0.62	0.64
7	7.3.4	Plumbers:			
		When required to act on plumbers licence ²	0.89	0.92	0.95
		When required to act on gasfitter's licence ²	0.89	0.92	0.95
		When required to act on drainers licence ²	0.75	0.78	0.80
		When required to act on plumber's and gasfitter's licence ²	1.17	1.20	1.24
		When required to act on plumber's and drainer's licence ²	1.17	1.20	1.24
		When required to act on gasfitter's and drainer's licence ²	1.17	1.20	1.24
When required to act on plumber's , gasfitter's and drainers licence ²	1.64	1.69	1.74		
8	7.3.7	Plumber working in confined space ²	0.68	0.70	0.72
9	7.3.8	Plumber handling insulation material ²	0.68	0.70	0.72
10	7.5	Plumber working on bosun's chair, swinging stage or rope ladder 7.5m above ground level ³	2.64	2.72	2.80
11	7.6	Plumbers and labourers assisting plumbers employed on any chokage necessitating opening soil, waste or drain pipes, etc., conveying sewage ³	4.61	4.75	4.89
12	7.7	Plumber, licensed plumber or lead burner, holder of certificate of registration under the <i>Plumbers, Gasfitters and Drainers Act 1979</i> ²	0.70	0.72	0.74
13	7.8	Rigger/Roper/Splicer who holds a certificate of competency as a rigger ¹			
		- Class 1 or 2	9.70	10.00	10.30
		- Class 4	5.60	5.80	6.00
14	8.2	Electrical Tradesperson - Hot Places more than one hour in shade where temperature is raised by artificial means to between 46 and 54 degrees celsius. ²	0.52	0.54	0.55

		temperature exceeds 54 degrees celsius ²	0.68	0.70	0.72
15	8.3	Electrical Tradesperson - High Places - at a height of 15m or more directly above a substantial level surface ²	0.56	0.58	0.60
		for each further 15m increase in height an additional ²	0.56	0.58	0.60
16	8.4	Electrical Tradesperson engaged in work of an unusually dirty or offensive nature ²	0.52	0.54	0.55
17	8.5	Electrical Tradesperson working in confined space ²	0.68	0.70	0.72
18	8.6	Electrical Tradesperson working in wet places ³	2.89	2.98	3.07
19	8.7	Use of explosive powered tools ²	0.12	0.12	0.13
		minimum payment ³	1.30	1.34	1.38

20	8.8	Electrical Tradesperson using toxic substances used in quantities of 0.5 kg or over ²	0.68	0.70	0.72
		Electrical Tradesperson working in close proximity to employees engaged in the use of toxic substances	0.56	0.58	0.60
21	9.1.1	Confined space ²	0.68	0.70	0.72
22	9.1.2	Work of an unusually dirty or offensive nature ²	0.52	0.54	0.55
23	9.1.3	Maintenance of steel frame buildings, bridges, etc., 15m or more above nearest horizontal	0.32	0.33	0.34
24	9.1.4	Hot Places - where temperature is raised by artificial means to between 46 and 54 degrees celsius ²	0.52	0.54	0.55
		where temperature exceeds 54 celsius ²	0.68	0.70	0.72
25	9.1.5	Employees handling loose slagwool or other loose material used for providing insulation against heat, etc. ²	0.68	0.70	0.72
26	9.1.6	Wet Places ²	0.52	0.54	0.55
27	9.1.7	Explosive power tools ²	0.12	0.12	0.13
		minimum payment ³	1.30	1.34	1.38
28	12.4.2	Meal allowance on overtime ⁵	9.60	9.90	10.20
29	12.11.2	Recalled from home to work overtime ⁵	9.60	9.90	10.20
30	38.4.4	Apprentice tool allowance ¹			
		(A) Four year term			
		First year	5.80	6.00	6.20
		Second year	8.00	8.20	8.40
		Third year	10.40	10.70	11.00
		Forth year	12.50	12.90	13.30
		(B) Three year term			
		First year	6.70	6.90	7.10
		Second year	10.40	10.70	11.00
		Third year	12.50	12.90	13.30

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1781)

SERIAL C3544**CFMEU ENTERPRISE AWARD EXPIRING 30 JUNE 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 7473 of 2004)

Before The Honourable Justice Walton, Vice-President

3 February 2005

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
27. Fares Allowance
28. Maternity Leave
29. Counselling and Disciplinary Procedures
30. Discrimination and Sexual Harassment
31. Immigration Compliance

32. Declaration

APPENDIX A - Wages
 APPENDIX B - Counselling and Disciplinary Procedures/
 Termination of Employment
 APPENDIX C - Discrimination & Sexual Harassment
 APPENDIX D - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

CFMEU Enterprise Award expiring 30 June 2006

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 30 June 2006
(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 Secretaries, State Organisers, Legal, Industrial, Wages Claims, Enterprise Agreement and Occupational Health and Safety Officers and 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 3 February 2005. The Award shall remain in force until 30 June 2006.

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) From 1 July 2003, the Union shall pay into ACIRT for all Officers a minimum contribution of \$60.00 per week or 6.35% (whichever is the greater) of the normal rate of pay plus increments for service where applicable.
- (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.

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 agreement 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 of \$720.00 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 \$48.00 shall be made for each night away. Where breakfast is included in the accommodation cost, the payment shall be \$36.60. 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 \$73.20 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

From 1 July 2003 an overtime meal allowance of \$19.15 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 July 2003 be paid a fares and travelling allowance of \$130.00 per week worked (\$26.00 per day) including RDO's annual leave, long service 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. Immigration Compliance

The Union recognises its obligations in respect of compliance with Australian immigration laws.

Existing and prospective Employees may be required to complete the Authority contained in Appendix D of this Award to obtain from DIMIA (Department of Immigration and Multicultural and Indigenous Affairs) details of immigration status. No person will be allowed to undertake any work for the Union unless it is verified he / she has the right to work.

This provision will be strictly complied with by the Union.

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	1/11/2002 \$	1/7/2003 \$	1/3/2004 \$	1/7/2004 \$	1/7/2005 \$
New Entrant	789.80	813.49	854.56	886.18	925.65
Officer Level 1	904.65	931.79	978.83	1,015.02	1,060.25
Officer Level 2	934.05	962.07	1,010.64	1,048.00	1,094.71
Co-ordinator	970.25	999.36	1,049.81	1,088.62	1,137.13
President & Assistant Secretary	1,042.50	1,073.78	1,127.99	1,169.69	1,221.81
Secretary	1,120.25	1,153.86	1,212.11	1,256.92	1,312.93

Branch Service Increments

	1/11/2002 \$	1/07/2003 \$	1/03/2004 \$	1/07/2004 \$	1/07/2005 \$
2 Years	6.65	6.85	7.20	7.46	7.79
3 Years	13.35	13.75	14.44	14.98	15.65
5 Years	26.75	27.55	28.94	30.01	31.35
7.5 Years	40.15	41.35	43.44	45.05	47.06
10 Years	53.45	55.05	57.83	59.97	62.64

15 Years	66.85	68.86	72.33	75.01	78.35
20 Years	80.22	82.63	86.80	90.01	94.02

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.

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.

APPENDIX D

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

(As specified in passport or other identity document)

Family Name: _____

Given Name(s): _____

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

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date: _____

I authorise the Department of Immigration and my

EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name: _____

Business Street Address: _____

Type of Business: _____

Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, entitlement to work legally in Australia) to the named employer / labour supplier.

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

Employee Signature:

Date: _____

Name of Contact Person:

Telephone:

Fax:

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

THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550

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

M. J. WALTON *J, Vice-President.*

Printed by the authority of the Industrial Registrar.

(1785)

SERIAL C3605

**WESTFIELD DESIGN & CONSTRUCTION PTY LTD LIVERPOOL
SHOPPINGTOWN PROJECT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Master Builders Association of New South Wales, industrial organisation of employers.

(No. IRC 512 of 2005)

Before The Honourable Justice Walton, Vice-President

23 February 2005

AWARD

Clause No.	Subject Matter
1.	Title
2.	Parties to the Award
3.	Objectives
4.	Definitions
5.	Application
6.	Duration
7.	Industry Standards
8.	Project Productivity Allowance
9.	Environment, Health, Safety and Rehabilitation (EHS&R)
10.	Site Amenities
11.	Hoist Operation
12.	Dispute Resolution
13.	Procedures to Prevent Disputes Regarding Non-Compliance
14.	Productivity Initiatives
15.	Long Service Compliance
16.	Commitment to No Further Claims
17.	Private Treaties
18.	Single Bargaining Unit
19.	Union Rights
20.	Australian Content
21.	Protective Clothing
22.	Workers Compensation and Insurance Cover
23.	Apprentices
24.	Training and Workplace Reform
25.	Accidental Death Cover
26.	Anti-Discrimination
27.	Personal/Carers Leave

28. Project Calendar
29. Leave Reserved
30. Annexure A (Parties)
31. Annexure B - Authority to obtain details of work rights from DIMA

1. Title

- 1.1 This Award shall be known as the Westfield Design & Construction Pty Ltd Liverpool Shoppingtown Project Award.

2. Parties to the Award

- 2.1 The Parties to this Award are those listed in Annexure A.

3. Objectives

- 3.1 The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:
 - a. Increase efficiency and productivity;
 - b. Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
 - c. Continued development of communication processes which facilitate participation by all Employers, Employees and Unions;
 - d. Introduction of new technology and associated change to enhance productivity;
 - e. Improved quality of work;
 - f. Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees;
 - g. Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
 - h. Provision of high standards of occupational health & safety on the Project;
 - i. Improved impact of the Project on the environment;
 - j. Implementation of this Award, and compliance with all relevant statutory provisions;
 - k. Elimination of unproductive time;
 - l. Improved compliance by subcontractors with the provisions of applicable Awards and/or Enterprise Agreements and legislative requirements;
 - m. Improved conditions for all Employees working on the Project;
 - n. Increased leisure time for Employees by eliminating excessive hours of work;
 - o. Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships;
 - p. Encourage all Employees to have Enterprise Agreements with the relevant Union or Unions;

- q. The adherence to dispute settlement procedures;
- r. Minimize the impact of any industrial action on the Project that may arise out of the negotiation or renegotiation of subcontractors' industrial agreements.

4. Definitions

- 4.1 "Award" means Westfield Design & Construction Pty Ltd Liverpool Shoppingtown Project Award.
- 4.2 "Employer Name" means Westfield Design & Construction Pty Ltd.
- 4.3 "Employee" means a person engaged by an Employer and who performs work on the Project.
- 4.4 "Employer" means Westfield Design & Construction Pty Ltd and/or any subcontractor engaged by Westfield Design & Construction Pty Ltd to work on the Project.
- 4.5 "Enterprise Agreement" means an agreement certified under the *Workplace Relations Act 1996* (Cth) or approved under the *Industrial Relations Act 1996* (NSW).
- 4.6 "EHS&R" means Environment, Health, Safety and Rehabilitation.
- 4.7 "Environment Health Safety and Rehabilitation Policy" means either of the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).
- 4.8 "Parties" means the Employers, and the Unions referred to in Annexure A.
- 4.9 "Practical Completion" means the completion of the Project where the building is fit for occupancy and/or purpose as determined by Westfield Design & Construction Pty Ltd's client.
- 4.10 "Project" means the construction works contracted to Westfield Design & Construction Pty Ltd for the currently proposed redevelopment of the Liverpool Shoppingtown.
- 4.11 "Project Manager" means the Project Manager (Delivery) for the Project appointed by Westfield Design & Construction Pty Ltd from time to time or his nominated representative.
- 4.12 "Safety Committee" means the site Safety Committee formed under the *Occupational Health and Safety Act (NSW) 2000*.
- 4.13 "Unions" means each of the Unions listed in Part 2 of Annexure A.
- 4.14 "Unions NSW" means the Labor Council of NSW.

5. Application

- 5.1 This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- 5.2 Where Westfield Design & Construction Pty Ltd engages sub-contractor/s, it shall make it a condition of any contract that it enters into with its sub-contractor/s that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this Project Award.
- 5.3 This Award shall in no way create a claim for flow-on of site wages rates and conditions provided for in this Award to Employees engaged in off-site manufacturing, fabrication or other industries, associated with Contractors and or Sub-Contractors involved with the Project.
- 5.4 The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for work on this Project.

- 5.5 This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, the Labor Council and the Unions, to manage those issues on the Project which affect more than one Employer.
- 5.6 It is recognised that this Award is not intended to extend the traditional coverage of the Union Parties nor is it intended to cover works not within the scope of works given to Westfield Design & Construction by their client.

6. Duration

- 6.1 This Award shall operate on and from 17th February 2005 until Practical Completion.

7. Industry Standards

7.1 Superannuation and Redundancy

- a. The Parties acknowledge that a contribution of \$100.00 week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instrument being CBUS; NESS; STA, TWU, EISS or other schemes approved by the Parties. This contribution will increase so that the minimum payment made for superannuation shall be \$110.00 per week from 1 June 2005 and \$115.00 per week from 1 June 2006.

The minimum payment made for superannuation for apprentices / trainees working on the Project shall be \$50.00 per week.

- b. The Employers will make a contribution of \$61.00 per week into ACIRT or MERT or other schemes approved by the Parties. The Employer shall make a contribution of no less than \$40.00 per week for apprentices / trainees working on the Project. This contribution will increase so that the minimum payment shall be \$71.00 per week from 1 September 2005 and \$46.00 per week for apprentices.

7.2 Top Up/24 Hour Income Protection Insurance

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

8. Project Productivity Allowance

- 8.1 Provided the clauses of this Award are adhered to, Westfield Design & Construction Pty Ltd and its Sub-Contractors shall pay to workers on site (except as provided by Clause 8.2) and subject to the application of this Award, a Project productivity allowance of \$2.00 per hour. This allowance will be paid on an hours worked basis only, and will not attract any premium or penalty. This allowance is a payment made in recognition of the need for every subcontract company on site to work in partnership to ensure realisation of Project objectives.

Further, the Project Productivity Allowance referred to in this clause is not intended to affect any allowances otherwise payable under a Building Award or Enterprise Agreement as defined in Clause 4.5.

8.2 Transport Drivers

- a. Employees - Rates of Pay

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

In the case of a dispute work shall continue in accordance with the dispute settlement procedure(s) of this Award.

b. Contract Carrier

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

c. GST

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

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

9.1 Induction

- a. All Employees must attend an EHS&R site induction course which complies with the OH&S Regulation 2001 (NSW) on commencement of engagement on site.
- b. All transport workers involved on the Project shall undertake an appropriate Blue Card Induction Program conducted by a licensed Blue Card Training Provider in conjunction with the Employer and the Transport Workers' Union.

9.2 Environment, Health and Safety Plans

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

9.3 The Safety Committee

The Safety Committee will be properly constituted with an agreed constitution. All members of the Safety Committee will undertake agreed Occupational Health and Safety training with Comet or other accredited Workcover Authority providers.

9.4 Safety Procedures

- a. The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- b. If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health Safety and Rehabilitation Policy or the relevant Safety Management Plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- c. The Parties agree that in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct Employees to move to a safe place of work. No Employee will be required to work in any unsafe area or situation. No Employee will leave the Project subject to Clause 10 of this Award.

9.5 OH&S Industry Induction

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

9.6 Formwork Safety

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

9.7 Temporary Power/Testing and Tagging

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

9.8 Smoke Free Zones

The Parties agree in an effort to minimise the affects and discomfort caused by smoking that Westfield Shopping Centres and the Accommodation, Amenity and Site Office areas shall be strictly non-smoking zones.

9.9 First Aid

First aid requirements shall be maintained in accordance with the relevant Legislation and Regulations applying to the *Occupational Health and Safety Act*.

9.10 Crane Safety

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

10. Site Amenities

- 10.1 Amenities on the Project will comply at least with the provisions of the WorkCover Amenities Code of Practice as well as having reference to industry standards.

11. Hoist Operation

- 11.1 The Parties agree that where the personnel hoist(s) provided on the Project cease(s) to work or break(s) down, as a temporary measure Employees will be required to access their relevant work areas subject to safety considerations including safe access via stairs provided. Under these circumstances, and in consultation with the site Safety Committee and/or site Union delegate, Employees will be expected to access their relevant work areas without unreasonable restriction.

12. Dispute Resolution

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

12.1 Employer Specific Disputes

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

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

12.2 Project Wide Disputes

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

- a. Discussion between those directly affected;
- b. Discussion between site management representatives Westfield Design & Construction Pty Ltd and the Union delegate;
- c. Discussion between site management representatives of Westfield Design & Construction Pty Ltd and the Union organiser;
- d. Discussion between senior management of Westfield Design & Construction Pty Ltd and the appropriate Union official;

- e. Discussion between the Secretary of the relevant Union (or nominee) and Westfield Design & Construction Pty Ltd Project Manager (or nominee);
- f. If the dispute is not resolved after step (e), Parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- g. Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

12.3 Demarcation Disputes

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

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

13. Procedures to Prevent Disputes Regarding Non-Compliance

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

14. Productivity Initiatives

14.1 Learning Initiatives

Each Employer shall be required to demonstrate to Westfield Design & Construction Pty Ltd implementation of commitment to skill enhancement and workplace reform while working on the Project.

14.2 Inclement Weather

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

14.3 Rostered Days Off

- a. Subject to Clause 30 a procedure for the implementation of Rostered Days Off (RDOs) will be agreed on the Project. The purpose of this roster is to:
 - i. increase the quality of working life for Employees;
 - ii. increase the productivity of the Project; and
 - iii. increased flexibility for the Project.
- b. The Parties agree that the taking of RDO's may be altered in order to improve productivity by exercising a more flexible arrangement in respect of Employees taking a RDO being distributed during the twenty (20) day work cycle. This will enable the Project to work productively on those days scheduled as industry rostered days off.

The banking of RDO's (to a maximum of five (5) days) may also be undertaken by the agreement so as to include for peak production times;

- c. A roster of RDO's will be prepared, following consultation with the workforce and Parties to the Award;
- d. Records of each Employee's RDO accruals will be recorded on the Employees pay slip and copies made available to the Employee, the Employee's delegate or Union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU;
- e. Where agreement is reached between the Contractor, or Sub-Contractor/s and the majority of its Employees on the Project, an alternative day is substituted for the programmed RDO all provisions of the Award shall apply as if such day were the programmed RDO and the originally programmed RDO shall be regarded as a normal working day.

14.4 Maximising Working Time

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

14.5 Hours of Work

The ordinary hours of work shall be 8 hours per shift between 6.00AM and 6.00pm Monday to Friday. Upon agreement being reached between the Employer, Employee and relevant Union, the ordinary hours work may be varied so as to commence from 5.00am with consequent meal and finishing times adjusted during the application of daylight saving time.

14.6 Site Drug and Alcohol Policy

Under no circumstances will any Employee affected by alcohol or any drug be permitted to work on the Project.

Further, the Parties agree that no alcohol will be permitted on the construction site and reference to the Building Trade Group of Unions Drug and Alcohol policy will be made in the resolution of any related issues.

14.7 Site Meetings

The Parties recognise the Unions' right to hold meetings with its members in accordance with each Sub-Contractors' Enterprise Bargaining Awards (where applicable). A minimum of 48 hours notice shall be given for any proposed meetings to Westfield Design & Construction Pty Ltd, where practicable.

Prior to any Union Official attending site, the Union Official shall report to Westfield Design & Construction Pty Ltd's Site Management's Office.

The Parties agree, however, there will be no automatic payment for any stop work meeting, but recognise the need for communication meetings.

14.8 Immigration Compliance

- a. The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens.
- b. Employers will be advised by Westfield Design & Construction Pty Ltd of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by

an Employer on the Project, Westfield Design & Construction will act decisively to ensure compliance.

- c. Employers are required prior to Employees commencing work on-site to check the legal right of Employees to work. The authorization form attached to this Award as per Annexure B will assist in providing evidence of the Employee's legal status.

15. Long Service Compliance

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

16. Commitment to No Further Claims

- 16.1 The Parties acknowledge that an important ingredient of sound employee relations on a construction Project is stability and predictability. They have therefore devoted considerable time to examining the nature and scope of the Project, its particular features and circumstances and the issues, which require discussion and resolution between the Parties.

- a. No Extra Claims

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

- b. No Precedent

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

17. Private Treaties

- 17.1 The Parties are aware of the convention of some Employers in the industry making payments to their Employees in excess of the relevant parent awards by private treaty for incentive purposes or for the purpose of attracting labour. Nothing in this provision presents an endorsement of sham sub-contract arrangements or sham all-in-payments.
- 17.2 Parties to this Award will not seek to increase the terms of this Award as result of any private treaty as described above. They will not seek to obtain any redress from Westfield Design & Construction Pty Ltd or intervene in any way as a result of such a treaty providing that such Sub-Contractors comply with the other terms of this Award where applicable.
- 17.3 Further, the signatories to this Award will not seek to flow-on the conditions of any private treaty to any other Sub-Contractor/Employee engaged on the Project.

18. Single Bargaining Unit

- 18.1 This Award was negotiated by Unions NSW on behalf of the Unions, and by Westfield Design & Construction Pty Ltd in its own right and on behalf of the Employers.

19. Union Rights

The Parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees. The Parties to this Award also acknowledge that good

communication between the Union official, the delegate and its members is an important mechanism in assisting the Parties to resolve grievances and disputes in a timely fashion.

19.1 Visiting Union Officials

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

19.2 Workplace Delegates

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

- a. Rights of the Delegate
 - i. The Parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.
 - ii. The delegate shall have the right to approach or be approached by any Employee of the Employer to discuss industrial matters with that Employee during normal working hours.
 - iii. The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer:
 - moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
 - changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;
 - disrupting duly organised meetings.
 - iv. The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:

at all stages in the negotiation and implementation of Enterprise Awards or Awards or other industrial instruments;

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

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

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

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

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

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

paid time off work to attend relevant Union training courses/forums;

up to 10 days paid time off to attend meetings of delegates in the industry, as authorized by the relevant Union.

- vi. The Employer of a delegate shall provide to the delegate the following:

a lockable cabinet for the keeping of records;

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

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

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

use of the telephone for legitimate Union business;

from existing resources, and when required access to:-

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

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

a photocopier or facsimile machine.

- vii. There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace.

19.3 Union Membership

Properly accredited officials and workplace representatives of the Union shall have the right, in accordance with law, to be provided with appropriate access to Employees to promote the benefits of Union membership.

To assist in this process the Employer shall:

- a. If requested by the Employee in writing, provide payroll deduction services for Union fees. Such fees shall be remitted to the Union on a monthly basis with enough information supplied to enable the Union to carry out a reconciliation;
- b. Provide the Union with access to talk to new Employees;
- c. Ensure that all supervisors are trained in the provisions of the Project Award.

20. Australian Content

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

21. Protective Clothing

- 21.1 Unless otherwise set out in individual EBA's Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear on the following basis:

- a. Safety Footwear

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

- b. Clothing

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

- c. Jackets

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

- 21.2 In circumstances where any Employee(s) or Employers are transferred to the Project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue to this Project until the expiry of the calendar year or on a fair wear and tear basis.
- 21.3 Employers will consult with the Labor Council of NSW to be provided with a list of Australian manufacturers who do not use illegal or exploited labour in the manufacturing of their work clothes.
- 21.4 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause.
- 21.5 Notwithstanding anything else contained in this clause all Transport Employees/Contractors will be supplied with Safety Footwear, 1 set of Clothing and 1 Jacket prior to the commencement of work at the site. However the Company does not need to supply the above if the said Employee/Contractor has been issued with the clothing by the Principal Contractor within the previous twelve (12) months and the Principal Contractor can substantiate that fact.

22. Workers Compensation and Insurance Cover

- 22.1 Employers must ensure that all persons that they engage to work on the Project are covered by workers compensation insurance.

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

23. Apprentices

- 23.1 As part of the Employer's commitment to industrial training, a ratio of one apprentice/trainee to every five tradesperson within each Employer's workforce is to be maintained.

24. Training and Workplace Reform

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

25. Accidental Death Cover

- 25.1 In addition to other payments provided by this Award, Westfield Design & Construction Pty Ltd will pay a \$25,000 mortality payment, to the family or other nominated beneficiaries of any worker who dies as a result of a site accident or injury, or on their normal journey to and from the site.
- 25.2 This payment shall be in addition to any other entitlement that might be paid to the family or beneficiaries as a consequence of the death of the Employee.

26. Anti-Discrimination

- 26.1 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.
- 26.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 26.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the Parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 26.4 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 26.5 Nothing in this clause is to be taken to affect:
- a. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - b. offering or providing junior rates of pay to persons under 21 years of age;
 - c. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - d. a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 26.6 This clause does not create legal rights or obligations in addition to those imposed upon the Parties by legislation referred to in this clause.

27. Personal/Carers Leave

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

ii. the person concerned being:

a spouse of the Employee; or

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

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

a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or

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

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

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

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

- d. An Employee shall, wherever practicable, give the Employer 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.

27.2 Unpaid Leave for Family Purpose

- a. An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 27.1 (c)(ii) above who is ill.

27.3 Annual Leave

- a. An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the Parties;
- b. Access to annual leave, as prescribed in paragraph 27.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award;
- c. An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

27.4 Time-off in Lieu of Payment for Overtime

- a. An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- b. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- c. If, having elected to take time as leave in accordance with paragraph 27.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- d. Where no election is made in accordance with paragraph 27.4(a), the Employee shall be paid overtime rates in accordance with the Award.

27.5 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 a later time), at the shift work rate, which would have been applicable to the hours taken off.

27.6 Rostered days off

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

28. Project Calendar

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

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

28.3 Site Calendar 2005

Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday

Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

28.5 Site Calendar 2006

The Parties shall agree to a Project Site Calendar for 2006 consistent with the Industry calendar between the Parties and the MBA. The site calendar shall follow the same principles as those established for the 2005 calendar.

29. Leave Reserved

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

Notwithstanding subclause 13.1 if an employer is identified as paying his or her employees "all in payments" then such payments shall be deemed to be the employees ordinary rate of pay for all purposes of this Project Award and other industrial instruments which apply to such employees for the duration of the Project. In such circumstances, all employees of the employer working on the project shall obtain the benefit of the higher rate of pay plus the conditions of this Project Award.

30. Annexure A (Parties)

30.1 Part 1

Employer:

Westfield Design & Construction Pty Ltd and any subcontractors contracted by Westfield Design & Construction Pty Ltd to work on the Project.

30.2 Part 2

Unions:

Unions NSW

Construction Forestry Mining Energy Union (Construction & General Division) New South Wales Divisional Branch

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

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

31. Annexure B

Authority to obtain details of work rights from DIMA

Employee Details
(As specified in passport or other identify document)

Employer/Labour Supplier Details

Family Name:

Business Name:

Given Name(s):

Other Name(s) used (eg maiden name)

Business Street Address

Date of Birth: _____

Nationality: _____

Passport Number: _____

Type of Business

Visa Number: _____

Visa Expiry Date: _____

I authorise the Department of Immigration and Multicultural Affairs (DIMA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the employer/labour supplier named on this form.

Name of Contact Person:

Telephone: _____

Fax: _____

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

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

Employee Signature:

THE COMPLETED FORM SHOULD BE
FAXED TO 1800 505 550

Date: _____

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

M. J. WALTON *J, Vice-President.*

Printed by the authority of the Industrial Registrar.
(594)

SERIAL C3292

TEACHERS (NON-GOVERNMENT EARLY CHILDHOOD SERVICE CENTRES OTHER THAN PRE-SCHOOLS) (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4668 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete the words "*Children (Care and Protection) Act* 1988" wherever appearing in the award published 9 August 2002 (335 I. G. 756), and insert in lieu thereof the following:

Children and Young Persons (Care and Protection) Act 1998

2. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act*, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 25 October 2004.

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

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1316)

SERIAL C3294

**SCHOOL SUPPORT STAFF (CATHOLIC INDEPENDENT SCHOOLS)
(STATE) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4663 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete subclause (viii), of clause 3, Definitions, of the award published 31 May 2002 (333 I.G. 1095), and insert in lieu thereof the following:
 - (viii) "Union" means, for an employee employed in the Clerical and Administrative Stream either the New South Wales Independent Education Union or the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union and for an employee employed in the School Assistant or Shop Stream means the New South Wales Independent Education Union.
2. Delete paragraphs (b) and (c), of subclause (iii), of clause 6, Wages, and insert in lieu thereof the following:
 - (b) An employee who has responsibility for the operation of the canteen or uniform shop and, where relevant, supervision of other employees or volunteers, shall be classified at level 2 of the Award. All other employees in the canteen stream shall be appointed at level 1.
3. Delete subclause (i), of clause 17, Sick Leave, and insert in lieu thereof the following:
 - (i) An employee shall be entitled to ten days' sick leave during the first year of service and twelve days during the second and subsequent years of service on full pay, subject to the following conditions:
4. Insert after subclause (iv), of clause 34, Area, Incidence and Duration, the following new subclause:
 - (v) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 25 October 2004.

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

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(666)

SERIAL C3296

MUSICIANS' (MULTI MEDIA) (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4681 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete the words "Musicians' Union of Australia, New South Wales District" wherever appearing in the award published 7 December 2001 (330 I.G. 135), and insert in lieu thereof the following:

Musicians' Union of New South Wales

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(501)

SERIAL C3297

**MUSICIANS' (LIVE PERFORMANCE) (STATE) CONSOLIDATED
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4680 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete the words "The Musicians' Union of Australia, New South Wales District" wherever appearing in the award published 7 December 2001 (330 I.G. 116), and insert in lieu thereof the following:

Musicians' Union of New South Wales

2. Delete subclause (d), of clause 33, Area, Incidence and Duration, and insert in lieu thereof the following:

- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 25 October 2004.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(017)

SERIAL C3302

ASPHALT AND BITUMEN 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 4653 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete the words "Table 2" wherever appearing in clause 4, Allowances, of the award published 14 December 2001 (330 I.G. 347), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances, of Part B, Monetary Rates

2. Delete the first paragraph of subclause (e) of clause 6, Overtime, and insert in lieu thereof the following:

(e) Rest Period After Overtime - When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work on successive days.

3. Delete paragraph (i), of subclause (g), of the said clause 6, and insert in lieu thereof the following:

(i) Any employee required to work over more than one and a half hours after the usual ceasing time, without having been notified the previous day or earlier, shall be provided with a meal or shall be paid as per Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for such meal, and after each four hours on continuous overtime shall be supplied either with a meal or shall be paid as per Item 5 of the said Table 2 in addition to his/her overtime payment.

4. Delete paragraph (iv), of subclause (b), of clause 16 Annual Leave, and insert in lieu thereof the following:

(iv) in the case of an employee engaged on a mixed function, the rate payable pursuant to the said clauses 9, Payment of Wages and 10, Travelling to Country Work 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;

5. Delete subclause (e), of the said clause 16, and insert in lieu hereof the following:

- (e) Leave to be Taken - Annual leave shall be taken at a time mutually agreed upon by the employer and the employee and, in the absence of agreement, at a time fixed by the employer, within a period not exceeding six months from the date when the right to annual leave accrued due and after not less than six weeks' notice to the employee.

Leave shall be taken in a continuous period or, in the event of an agreement between an employer and the employee, in two separate periods and not otherwise.

In cases where an employer and an employee have agreed on two separate periods of leave, one of the periods shall be not less than two consecutive weeks, exclusive of any public holiday or holidays which may occur during such period of leave. Any such two periods of leave shall be granted to an employee within six months from the date when the right to annual leave accrued.

6. Delete the first paragraph of clause 17, Sick Leave, and insert in lieu thereof the following:

An employee who, after not less than three months' continuous service in his/her current employment, is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity (excluding incapacity resulting from injury within the *Workers' Compensation Act 1987* and *Workplace Injury and Workers Compensation Act 1998*) not due to his/her own serious and wilful misconduct, shall be entitled to be paid at the ordinary-time rate of pay for the time of such non-attendance, subject to the following:

7. Delete paragraph (ii), of subclause (h), of the said clause 17, and insert in lieu thereof the following:

- (ii) any absence from work by reason of personal illness, injury or other reasonable cause (proof thereof shall, in each case, be upon the employee);

provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

8. Delete subclause (v), of clause 26, Introduction of Change, and insert in lieu thereof the following:

- (v) The employer shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees, 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.

9. Delete clause 31, Area, Incidence and Duration, and insert in lieu thereof the following:

- (a) The award published on 6 February 1998 (303 I.G. 472) rescinded and replaced the Asphalt Makers (State) Award published 1 April 1981 (221 I.G. 229), and all variations thereof, the Bituminous Materials Fixers, &c. (State) Award published 26 May 1995 (285 I.G. 1356), and all variations thereof, and the Bituminous Materials Manufacture, &c. (State) Award published 16 June 1995 (286 I.G. 280), and all variations thereof.
- (b) The award published on 6 February 1998 took effect from the beginning of the first pay period commencing on or after 29 April 1997.
- (c) The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) shall take effect on and from 25 October 2004.
- (d) This award remains in force until varied or rescinded for the period for which it was made already having expired.

P. J. SAMS *D.P.*

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(644)

SERIAL C3300**SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND
STAFF) ENTERPRISE AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4655 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete the words "*Occupational Health and Safety Act 1983*", appearing in subclause 20.2, of clause 20, Occupational Health and Safety, of the award published 25 January 2002 (330 I.G. 1209), and insert in lieu thereof the following:

Occupational Health and Safety Act 2000.

2. Delete the word "chan" appearing in subclause (ii), of clause 32, Redundancy, and insert in lieu thereof the following:

change

3. Delete subclauses (x) and (xi) of the said clause 32, and insert in lieu thereof the following:

- (x) Notice to Centrelink

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

- (xi) 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.

4. Insert at the end of clause 38, Area, Incidence and Duration, the following new paragraph:

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (85 IR 38) take effect on and from (25 October 2004.

P. J. SAMS *D.P.*

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(1391)

SERIAL C3295

**AWU NEW SOUTH WALES THOROUGHBRED RACING BOARD
(STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4661 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete the title of the award published 31 May 2002 (333 I.G. 1095), and insert in lieu thereof the following:

AWU RACING NEW SOUTH WALES (STATE) AWARD

2. Insert after clause 26, Anti-Discrimination, in the Arrangement, the following new clause and subject matter:

27. Redundancy

3. Delete clause 1, Title, and insert in lieu thereof the following:

1. Title

This award shall be known as the AWU Racing New South Wales (State) Award.

4. Delete the words "New South Wales Thoroughbred Racing Board" wherever appearing in clause 2, Incidence and Parties Bound and clause 3, Definitions, and insert in lieu thereof the following:

Racing New South Wales (Racing NSW)

5. Delete the words "*Thoroughbred Racing Board Act* No.37" appearing in subclause (a), of the said clause 2, and insert in lieu thereof the following:

Thoroughbred Racing Board Act 1996 No.37

6. Delete clause 22, Relationship to Other Awards, and insert in lieu thereof the following:

This award shall be read concurrently with the provisions of the following award:

Theatrical Employees (Training Wage) (State) Award published 1 November 1996 (295 I.G. 655);

Should an inconsistency arise, the terms of this award shall prevail over those contained in the award listed above.

7. Insert after clause 26, Anti-Discrimination, the following new clause:

27. Redundancy

(i) Application

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

(ii) Introduction of Change

(a) Employer's duty to notify

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

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

(b) Employer's duty to discuss change

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the

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

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

(iii) Redundancy

(a) Discussions before terminations

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

(iv) Termination of Employment

(a) Notice for changes in production, programme, organisation or structure

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

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

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

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment 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 (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time off during the notice period

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one 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.
- (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 employee's employment and the classification of or the type of work performed by the employee.

(f) Notice to Centrelink

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

(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 the 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 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.

(v) Severance Pay

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

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

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

(2) Where an employee is 45 years 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

(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.

8. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 25 October 2004.

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

P. J. SAMS *D.P.*

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(212)

SERIAL C3357

TEXTILE 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 4672 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete the words "The Textile Clothing & Footwear Union of New South Wales" appearing wherever in the award published 19 October 2001 (328 I.G.841), and insert in lieu thereof the following:

The Transport Workers' Union of New South Wales
2. Delete the word "his" wherever appearing in the award, and insert in lieu thereof the following:

his/her
3. Delete the reference to "clauses 5 and 8" appearing in subclause 2.5, of clause 2, Definitions, and insert in lieu thereof the following:

clause 5 and 9
4. Delete the reference to "clause 15" appearing in subclause 2.8, of the said clause 2, and insert in lieu thereof the following:

clause 14
5. Delete the reference to "subclause 5.9" appearing in subclause 2.10, of the said clause 2, and insert in lieu thereof the following:

subclause 5.7

6. Delete the word "mean" appearing in subclause 2.19, of the said clause 2, and insert in lieu thereof the following:

means
7. Delete the word "foreman" wherever appearing in the award, and insert in lieu thereof the following:

foreperson
8. Delete the words "Industrial Relations Commission" appearing in subclause 3.4, of clause 3, Demarcation, and insert in lieu thereof the following:

Industrial Relations Commission of New South Wales
9. Delete the word "he" wherever appearing in the award, and insert in lieu thereof the following:

he/she
10. Delete subclause 4.4, of clause 4, Grievance Procedure, and insert in lieu thereof the following:

4.4 If the matter is not settled in accordance with subclause 4.3 of this clause the matter shall be notified to the Industrial Registrar.
11. Delete the words "*Industrial and Commercial Training Act 1989*" wherever appearing in clause 6, Apprenticeship, .2 and insert in lieu thereof the following:

Apprenticeship and Traineeship Act 2001
12. Delete the references to "clause 53, Redundancy", "clause 54, Superannuation" and "clause 48, Outdoor Work" appearing in subclause 8.6, of clause 8, Enterprise Bargaining and insert in lieu thereof respectively the following:

clause 52, Redundancy

clause 53, Superannuation

clause 48, Outdoor Workers
13. Delete subclause clause 10.12, of clause 10, Additional Payments, and insert in lieu thereof the following:

10.12 Wool Scouring Pits - An employee required to clean wool scouring pits which are in an unusually dirty and/or offensive condition shall be paid at double ordinary rates whilst employed in the cleaning of the pits.
14. Delete the reference to "paragraphs 16.23" appearing in paragraph 11.2 (1), of clause 11, Payment of Wages, and insert in lieu hereof the following:

paragraphs 16.2.3
15. Delete paragraphs 11.2 (2) and (3), of the said clause 11, and insert in lieu thereof the following:

(2) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks they worked 40 ordinary hours each week and in the fourth week the employee worked 32 ordinary hours.

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 rates set out for the employee's classification in clause 5, Rates of Pay, and shall be paid each week even though more or less than 38 hours are worked that week. In effect, under the averaging system, the employee accrues a credit for each day the employee works actual ordinary hours in excess of the daily average of which would otherwise be 7 hours 36 minutes. This credit is carried forward so that in the week of the cycle that the employee works on only four days, the actual pay would be for an average of 38 ordinary hours even though that week the employee works only a total of 32 ordinary hours. Consequently, for each day an employee works eight ordinary hours they accrue a credit of 24 minutes (0.4 hours). The maximum credit the employee may accrue under this system is 0.4 of an hour on 19 days; that is, a total of 7 hours 36 minutes.

- (3) Clause 16, Implementation of 38-Hour Week, provides in paragraph 16.2.5 that in implementing a 38-hour week an employee may accrue rostered days off to a maximum of six days. In such cases, the averaging system as detailed in 11.2 herein applies.

16. Insert after the words "where the services of an employee are" appearing in subclause 11.7, of the said clause 11, the following:

terminated,

17. Delete the reference to "clause 54, Superannuation" appearing in paragraph 11.10.10, of the said clause 11, and insert in lieu thereof the following:

clause 53, Superannuation

18. Insert after the words "apply if any delay" appearing in subclause 11.12, of the said clause 11, the following:

is

19. Delete the words "clause 4" appearing in subclause 13.1, of clause 13, Payment by Results Systems, and insert in lieu thereof the following:

clause 5

20. Delete the reference to "clause 13.3.4" appearing in paragraph 13.3.4, of the said clause 13, and insert in lieu thereof the following:

clause 13.3

21. Delete the reference to "clause 13.3.5" appearing in paragraph 13.3.5, of the said clause 13, and insert in lieu thereof the following:

clause 13.3

22. Delete the words "clauses 8 and" appearing in paragraph 13.3.7, of the said clause 13, and insert in lieu thereof the following:

clauses 6 and 9

23. Delete the word "provide" appearing in paragraph 13.3.9, of the said clause 13, and insert in lieu thereof the following:

provided

24. Delete the words "they have" appearing in the second paragraph of paragraph 18.5.1, of clause 18, Overtime, and insert in lieu thereof the following:

he/she has

25. Insert after the words "for an employee to return" appearing in subclause 18.6, of clause 18, Overtime, and insert in lieu thereof the following:

to

26. Delete the reference to "185" appearing in subclause 18.6, of clause 18, Overtime, and insert in lieu thereof the following:

18.5

27. Delete paragraph 19.7.2, of clause 19, Time Off In Lieu Of Overtime, and insert in lieu thereof the following:

19.7.2 if there is no agreement to an alternative period of time to be off in substitution, then the following shall apply:

- (i) employees shall be paid at the appropriate overtime rate for that period of the time accrued worked; and
- (ii) the time banked will remain unchanged.

28. Delete the reference to "clause 4" wherever appearing in subclause 20.3, of the said clause 20, and insert in lieu thereof the following:

clause 5

29. Delete the reference to "clause 4" appearing in subclause 20.3, of the said clause 20, and insert in lieu thereof the following:

clause 5

30. Delete subclause 20.10, of the said clause 20, and insert in lieu thereof the following:

20.10 Except for the regular changeover of shifts, no employee shall be required to change from one shift to another without a break of at least 12 hours.

31. Delete clause 22, Terms of Engagement, and insert in lieu thereof the following:

22. Terms of Engagement

- 22.1 Contract of Employment - Employment shall be by the week, except in the case of part-time workers.

- 22.2 An employee to become entitled to payment under this award shall be ready, willing and available for work at the times and during the hours usually worked by the employee.

Provided that any employee starting work shall be entitled to at least one half day's pay and any pieceworker to one half day's work.

- 22.3 Termination of Employment - Weekly and Part-time Employees -

22.3.1 Notice of Termination by Employer -

- (i) 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 Service Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (ii) If the said notice is given before the first half of any day or shift, then that day or shift shall be counted as part of the notice. If notice is given after the first half of any day or shift then that day or shift shall not be counted as part of the week's notice.
- (iii) In addition to the notice in subparagraph 22.3.1.(i) hereof, 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.
- (iv) Payment in lieu of the notice prescribed in subparagraphs 22.3.1.(i) and/or 22.3.1.(iii) hereof 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.
- (v) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had employment not been terminated shall be used. All amounts in respect of overaward payments, overtime in the case of an employee who works overtime on a permanent basis and payments under subclauses 10.2 and 10.6, shall be included. Except as aforementioned, all amounts in respect of overtime, payment by results systems, shift allowances and all other penalty or special rates shall be excluded.
- (vi) The period of notice in this subclause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or non-observance of company safety provisions, or in the case of apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- (vii) For the purpose of this subclause, continuity of service shall be calculated in the manner prescribed by subclause 35.5

22.3.2 Notice of Termination by Employee - The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary-time rate of pay for the period of notice.

Provided that after twelve months continuous service an employee on producing evidence satisfactory to the employer may, on compassionate grounds, be not required to give more than one week's notice.

Termination by Agreement - When an employer or employee gives notice of termination of employment, the parties may mutually agree to the employment ending before the expiration of the period of notice, and in such cases wages shall be paid only up to the time of agreed termination.

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

22.3.4 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 his or her employment and the classification of or the type of work performed by the employee.

22.3.5 Summary Dismissals -The employer shall have the right to dismiss any employee without notice for conduct justifying instant dismissal including malingering, inefficiency, neglect of duty or non observance of company safety provisions and in such cases the wages shall be paid up to the time of dismissal only.

22.3.6 Unfair Dismissals - Termination of employment by an employer shall not be harsh, unjust or unreasonable.

For the purposes of this clause, termination of employment shall include terminations with or without notice.

Without limiting the above, except where a distinction exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

22.3.7 Disputes Settlement Procedures - Unfair Dismissals - Any dispute or claim arising under paragraph 22.3 (vi) should be dealt with in the following manner:

- (i) As soon as is practicable after the dispute or claim has arisen, the employee concerned will take the matter up with his or her immediate supervisor, affording him or her the opportunity to remedy the cause of the dispute or claim.
- (ii) Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and his or her immediate supervisor would be inappropriate, the employee shall notify a duly authorised representative of his or her union who, if he or she considers that there is some substance in the dispute or claim, shall forthwith take the matter up with the employer or his or her representative.
- (iii) If the matter is not settled it shall be submitted to the Industrial Committee which shall endeavour to resolve the issue between the parties by conciliation.
- (iv) Without prejudice to either party, work should continue in accordance with the award while the matters in dispute are being dealt with in accordance with this paragraph.

22.4 The employer shall have the right to deduct payment for any time the employee cannot be usefully employed because of any strike or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

22.4.1 Employees may be stood down at any time when no work is offering subject to the following procedure:

22.4.1 (i)

- 22.4.1 (a) Prior to any stand-down there is consultation with the relevant employees including the duration and reason(s) for such stand-down, the number of employees affected and arrangements for on-going communications

between the employees, the Textile, Clothing and Footwear Union of Australia (TCFUA) and the employer;

- (b) There is agreement between the affected employees and the employer;
 - (c) The TCFUA is advised prior to the proposed stand-down and details thereof-, and
 - (d) There is agreement in writing between the relevant State secretary or his or her representative of the TCFUA and the employer prior to the proposed stand-down. The union will not unreasonably delay the process or withhold its agreement.
- (ii) An employer and the relevant State Secretary of the TCFUA or his or her representative may adopt a different procedure in writing than that contained in subparagraph (1) hereof.
 - (iii) Provided that, when a weekly employee has been given notice of termination, he shall not be stood down when no work is offering.
 - (iv) Provided also that such standing-down of an employee shall not break the continuity of service for the purposes of annual leave, holidays and sick leave. Employees cannot be stood down due to a lack of work on a public holiday. Employees' entitlements in respect of accrual of annual leave, sick leave and public holidays shall not be reduced as a result of being stood down.

22.5 Notification of Absence -

22.5.1 Subject to paragraph (ii) hereof an employee who is absent from work without the employer's consent for a continuous period exceeding one working day shall on the first day of the absence, if practicable, and in any event within 24 hours of the commencement of such absence or within four hours of the commencement of the next working day or shift inform the employer of the inability to attend for duty and, as far as practicable, state the reason for the absence and the estimated duration thereof.

22.5.2 An employee who proves to the satisfaction of his employer that his failure to give the required particulars of an absence was reasonable in the circumstances shall not be in breach of this subclause.

22.6 Abandonment of Employment -

22.6.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer or without notification to the employer in accordance with subclause 22.5 hereof shall be prima facie evidence that the employee has abandoned their employment.

22.6.2 If within a period of 14 days from the employee's last attendance at work or the date of the last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that the absence was for a reasonable cause, the employee shall be deemed to have abandoned their employment.

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

22.7 Power and Other Stoppages - In the case of any power stoppage, or breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible, any employee required to attend for work in accordance with this clause and does so attend shall be paid as for at least two hours work at time rates. This provision will have no application where the employer

can demonstrate that an attempt, for example, telephone call, was made to notify the employee of the non-requirement to attend for duty.

Provided further that payment shall be made at time rates to an employee who is kept on the employer's premises at the direction of the management in excess of two hours.

Where an employee commences work they shall be entitled to be paid as for at least three hours work on that day.

22.8 Termination of Employment Prior to Holiday - Where the employer terminates the employment of an employee within two weeks prior to a day on which a holiday occurs, and such employee is re-engaged within a period of one month after such holiday or holidays, the employee shall be paid for such holiday or holidays prescribed by this award, provided that such employee has been employed by the employer for a period of at least two weeks prior to the termination of employment.

22.9 The first month of employment will be on a trial basis and may be terminated by two days notice by either side except during the first week of employment when termination will be by one hour's notice on either side; provided that if the requisite notice is not given during this period the payment or forfeiture of one hour or two days wages, depending upon when termination is effected will be applied.

32. Delete the word "employment" appearing in the first sentence of subclause 24.2, of clause 24, Casual Employment, and insert in lieu thereof the following:

employee

33. Insert the number "26.2" before paragraph number 26.2.1 of clause 26, Public Holidays.

34. Delete the reference to "paragraph 29.2.1" appearing in paragraph 29.3.2, of clause 29, Personal Carer's Leave, and insert in lieu thereof the following:

paragraph 29.3.1

35. Delete subparagraph 29.4.1, of the said clause 29, and insert in lieu thereof the following:

29.4.1 For the purpose only of providing care and support for a person in accordance with subclause 29.1 of this clause, and despite the provisions of clause 19, Time Off in Lieu of Overtime the following provisions shall apply.

36. Delete subparagraph 31.2.3, of clause 31, Accident Pay, and insert in lieu thereof the following:

31.2.3 Accident Pay -

(i) Total incapacity - In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Act means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation, including other allowances, paid to the employee during incapacity pursuant to the Act for the week in question and, on the other hand, the total weekly award rate and weekly overaward payment if any being paid to such employee at the date of the injury giving rise to the said payment of compensation together with or less as, the case may be, any variation in award rates which would have been applicable to the classification of such employee for the week in question if the employee had been performing normal duties, providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer shall not be taken into account.

(ii) Partial Incapacity - In the case of an employee partially incapacitated within the meaning of the Act means a weekly payment of an amount representing the difference between, on

the one hand, the total amount of compensation paid to the employee during incapacity pursuant to the Act for the week in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the appropriate Accident or Workers' Compensation Tribunal or as agreed between the parties) and, on the other hand, the total weekly award rate and weekly overaward payment if any, being paid to such employee at the date of the injury giving rise to the said payments of compensation together with or less, as the case may be, any variation in award rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her normal duties, providing that any calculation payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and on making such travelling time allowances, penalty rates and any other ancillary payments payable to the employee shall not be taken into account.

The total weekly award rate and weekly overaward payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment of compensation under the Act and subsequently such payment is reduced pursuant to the said Act, such reduction shall not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

- (iii) Payment for Part of a Week - Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be direct pro rata.

37. Delete subparagraph 31.3.1, of the said clause 31, and insert in lieu hereof the following:

31.3.1 Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by they were employed at the time of the incapacity and then only for such period as the employee receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from the employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

Provided further that in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where:

- (i) the termination is due to serious and/or wilful misconduct on the part of the employee; or
- (ii) arises from a declaration of liquidation of the company in which case the employee's entitlement shall be determined by the appropriate State legislation.

In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the employer of the continuing payment of weekly workers' compensation payments.

38. Delete the word "he" appearing in paragraph 31.8.1 of the said clause 31, and insert in lieu hereof the following:

the

39. Delete the reference to "*Occupational Health and Safety Act 1983*" appearing in paragraph 70(1), of clause 34, Parental Leave and insert in lieu thereof the following:

Occupational Health and Safety Act 2000

40. Delete the reference to "clause 27" appearing in subclause 35.3, of clause 35, Annual Leave, and insert in lieu thereof the following:

clause 26

41. Delete paragraph 35.5.5, of the said clause 35, and insert in lieu thereof the following:

35.5.5 A notice to an individual employee may be given by delivering same to the employee personally or by posting it to the last recorded address, in which case it will be deemed to have reached the employee in due course of post.

42. Delete subclause 35.6, of the said clause 35, and insert in lieu thereof the following:

35.6 Calculation of Service - Service before the date of this award shall be taken into consideration for the purposes of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the awards hereby superseded. The annual leave shall be allowed at the rate of 2.923 hours for each one week of continuous service, subject to paragraph 35.11.1 hereof. Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when the employer became such successor or assignee or transmittee, the employee in respect of the period during which he/she was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

43. Delete subparagraph 35.10.1(i), of the said clause 35, and insert in lieu thereof the following:

(i) Day Workers - The rate applicable to the employee as prescribed by clause 5, Rates of Pay, clause 9, Rates for Juniors and clause 10, Additional Payments, in respect only of subclauses 10.5, First-aid Attendant, and 10.6, Instructors (as defined).

44. Delete the words "clauses 5 and 8" appearing in subclause 35.11, of the said clause 35, and insert in lieu thereof the following:

clauses 5 and 9,

45. Delete the word "allow" in the first paragraph of subclause 35.13, of the said clause 35.

46. Delete the reference to "clause 34.12" appearing in paragraph 35.13.8, of the said clause 35, and insert in lieu thereof the following:

clause 35.12

47. Delete the word "given" appearing in paragraph 35.13.10, of the said clause 35, and insert in lieu thereof the following:

giving

48. Delete the word "there" appearing in paragraph 35.13.11, of the said clause 35, and insert in lieu thereof the following:

the

50. Delete the words "subclause 52.1" appearing in paragraph 51.2.1, of clause 51, Introduction to Change, and insert in lieu thereof the following:

51.1

51. Delete the words "Industrial Relations Commission" appearing in subclause 52.3, of clause 52, Redundancy, and insert in lieu thereof the following:

Industrial Relations Commission of New South Wales

52. Delete the words "Paragraph (i) of sub clause (a) of" appearing in subclause 52.3, of the said clause 52.
53. Delete the words "s.180 of the *Industrial Relations Act 1991 (NSW)*" appearing in paragraph 53.1.1, of clause 53, Superannuation, and insert in lieu thereof the following:
- s.124 of the *Industrial Relations Act 1996 (NSW)*.
54. Renumber the second paragraph 53.2.1 to read as 53.2.2 and delete the words "all references to "Ordinary Time Earnings" appearing in the said paragraph, of the said clause 53.
55. Delete the words "subclause 54.3(iii)" appearing in paragraph 53.4.2, of the said clause 53, and insert in lieu thereof the following:
- subclause 53.3.3
56. Delete paragraph 53.5.2, of the said clause 53, and insert in lieu thereof the following:
- 53.5.2 Such contribution shall be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee.
- The amount of contributions to the fund shall be calculated to the nearest ten cents and any fraction below five cents shall be disregarded.
57. Delete the third paragraph of clause 55, Area, Incidence and Duration, and insert in lieu thereof the following:
- The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 I.G. 307) take effect on and from 9 November 2004.

P. J. SAMS *D.P.*

(1158)

SERIAL C3629

CROWN EMPLOYEES (NSW FISHERIES SALARIES AND CONDITIONS OF EMPLOYMENT) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Primary Industries.

(No. IRC 1266 of 2005)

Before The Honourable Justice Schmidt

16 March 2005

VARIATION

1. Insert after subclause (i), of clause 4, Salaries, of the award published 13 August 2004 (345 IG 758), the following new subclause (ii):
 - (ii) The salaries for Fisheries Officers, District Fisheries Officer and Supervising Fisheries Officer in Table 1 - Salaries, of Part B, Monetary Rates, have been increased from the first pay period to commence on or after 16 March 2005 in IRC Matter No. 1266 of 2005. The rates are inclusive of the 4% salary increase applicable from the first pay period to commence on or after 1 July 2004 in the Crown Employees (Public Sector - Salaries 2004) Award and will be subject to further percentage increases under that Award.
2. Delete the salary rates for the classifications of Fisheries Officers, District Fisheries Officer and Supervising Fisheries Officer from Table 1 - Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

Fisheries Officers -	Base Salary Yearly Rate \$	Loaded Salary Yearly Rate \$
Grade 1 - Year 1	43,571	49,540
Grade 2 Year 1 Year 2	46,036 48,904	52,343 55,604
Grade 3 - Year 1 Year 2	48,904 50,407	55,604 57,313
District Fisheries Officer - Year 1 Year 2	56,057 59,962	63,737 68,177
Supervising Fisheries Officer -		

Year 1	70,397	80,041
Year 2	72,377	82,293

3. This variation shall take effect from the first pay period to commence on or after 16 March 2005.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C3765

TRANSPORT INDUSTRY - COURIER AND TAXI TRUCK INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2370 of 2005)

ERRATUM

Erratum to Serial C2635 published 4 February 2005

(348 I.G. 404)

(No. IRC 3261 of 2004)

1. Delete the employer nominating rights of the said Committee and insert in lieu thereof the following:
- "2. The said Contract Regulation Committee shall consist of:
 - (a) Two members representing principal contractors, one being nominated by the Chief Executive Officer of the New South Wales Road Transport Association and the other being nominated by the Chief Executive Officer of the Courier and Taxi Truck Association."
2. This order shall take effect on and from 25 May 2005.

F. MARKS *J.*

Printed by the authority of the Industrial Registrar.

SERIAL C3675

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/127 - Collex Pty Ltd Ku-Ring-Gai Domestic Waste, Recycling & Green Waste Services EBA
2005****Made Between:** Collex Pty Ltd -&- the Transport Workers' Union of New South Wales.**New/Variation:** New.**Approval and Commencement Date:** Approved 4 April 2005 and commenced 1 January 2005.**Description of Employees:** The agreement applies to all employees employed by Collex Pty Ltd, located at Level 4, 65, Pirrama Road, Pyrmont, NSW, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.**Nominal Term:** 36 Months.**EA05/128 - Mayne Pharmacy (NSW) Enterprise Agreement 2005****Made Between:** Mayne Group Limited -&- the National Union of Workers, New South Wales Branch, Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales.**New/Variation:** New.**Approval and Commencement Date:** Approved 20 April 2005 and commenced 1 January 2005.**Description of Employees:** The agreement applies to all employees employed by Mayne Group Limited, located at 55, Kirby Street Rydalmere, who fall within the coverage of the Storemen and Packers, General (State) Award, and the Warehouse Employees Drug (State) Award.**Nominal Term:** 12 Months.**EA05/129 - Warpole Pty Ltd Enterprise Agreement 2004**

Made Between: Warpole Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 31 January 2005.

Description of Employees: The agreement applies to all employees employed by Warpole Pty Ltd, located at P.O. Box 1660, who are engaged to perform pole and line inspections and associated duties for the NSW Electrical Distribution and Transmission Industry, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 24 Months.

EA05/130 - TNT Australia - TWU New South Wales (Employees) Heads of Agreement 2005

Made Between: Riteway Transport Pty Ltd, TNT Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA04/40.

Approval and Commencement Date: Approved 21 April 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all employees employed by TNT Australia Pty Limited, and Riteway Transport Pty Limited, t/a "Riteway Express" engaged in transport and /or distribution located at 201 Coward St, Mascot, NSW 2020, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 24 Months.

EA05/131 - Patrick Autocare Transport (NSW TWU) Enterprise Agreement 2004

Made Between: Patrick Autocare Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 16 February 2005.

Description of Employees: The agreement applies to all employees employed by Patrick Autocare Pty Ltd engaged at the following sites: 43-49 Stennett Road, Ingleburn NSW 2565, Wharf 5, Hickson Road, Millers Point NSW 2000, and Glebe Island Motor Vehicle Terminal, Roberts Road, Rozelle NSW 2039, who fall within the coverage of the Transport Industry (State) Award and the Transport Industry-Redundancy (State) Award.

Nominal Term: 36 Months.

EA05/132 - Alset Electrical Solutions Construction Enterprise Agreement 2004-2005

Made Between: Alset Electrical Solutions -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 7 February 2005.

Description of Employees: The agreement applies to all employees employed by Alset Electrical Solutions, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 8 Months.

EA05/133 - Linfox - TWU (Coca Cola, Newcastle - Central Coast Linehaul) Enterprise Agreement 2004

Made Between: Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 3 March 2005 and commenced 24 August 2004.

Description of Employees: The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA05/134 - Linfox - (TWU Coca Cola Newcastle - Route) Enterprise Agreement 2004

Made Between: Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 3 March 2005 and commenced 24 August 2004.

Description of Employees: The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.