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INDUSTRIAL GAZETTE

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CONTENTS

Vol. 358, Part 1

17 March 2006

Pages 1 - 272

		Page
Awards and Determinations		
Awards Made or Varied		
Building and Construction Industry (State)	(VIRC)	258
Building and Construction Industry (State)	(VSW)	1
Building Crane Drivers (State)	(VIRC)	241
Building Crane Drivers (State)	(VIRC)	154
Building Employees Mixed Industries (State)	(VIRC)	253
Building Employees Mixed Industries (State)	(VIRC)	156
Building Industry - Contract Floor Layer Minimum Rate Order	(VIRC)	223
Clerical and Administrative Employees (State)	(AIRC)	69
Clerical and Administrative Employees (State)	(VIRC)	186
Country Energy Enterprise Award 2005	(AIRC)	104
Country Energy Enterprise Award 2005	(VIRC)	181
Country Energy Enterprise Award 2005	(ERR)	264
Crown Employees (Royal Botanic Gardens, Building and Mechanical Trades Staff)	(VIRC)	220
Crown Employees (Skilled Trades)	(VIRC)	238
Electrical, Electronic and Communications Contracting Industry (State)	(AIRC)	1
Electrical, Electronic and Communications Contracting Industry (State)	(VIRC)	185
Electrical, Electronic and Communications Contracting Industry (State)	(VSW)	145
Electricians, &c. (State)	(VIRC)	184
Electricians, &c. (State)	(VSW)	148
Engine Drivers, &c., General (State)	(VIRC)	240
Engine Drivers, &c., General (State)	(VIRC)	174
Glass Workers (State)	(VIRC)	251
Glass Workers (State)	(VSW)	160
Government Railways (Building Trades Construction Staff)	(VIRC)	247
Government Railways (Building Trades Construction Staff)	(VIRC)	171
Government Railways (Building Trades Maintenance Staff)	(VIRC)	245
Government Railways (Building Trades Maintenance Staff)	(VIRC)	168
Health Employees' (State)	(ERR)	261
Health Employees' (State)	(ERR)	262
Joiners (State)	(VIRC)	249
Joiners (State)	(VIRC)	165
Plant, &c., Operators on Construction (State)	(VIRC)	243
Plant, &c., Operators on Construction (State)	(VSW)	159
Plasterers, Shop Hands and Casters (State) Consolidated	(VIRC)	237
Plasterers, Shop Hands and Casters (State) Consolidated	(VIRC)	177
Public Health Service Employees Skilled Trades (State) (Incorporating the Ambulance Service of NSW Skilled Trades)	(VIRC)	226
Public Health Service Employees Skilled Trades (State) (Incorporating the Ambulance Service of NSW Skilled Trades)	(VIRC)	180
Public Health Service Employees Skilled Trades (State) Award (Incorporating the Ambulance Service of NSW Skilled Trades)	(VIRC)	235
Public Hospitals Library Staff (State)	(AIRC)	139

Real Estate Industry (State) Award 2003, The	(ERR)	263
Shop Employees (State)	(VIRC)	218
Tanning Industry (State)	(VSW)	152
Enterprise Agreements Approved by the Industrial Relations Commission		265
Contract Agreements Approved by the Industrial Relations Commission		272

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

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ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by The Electrical Contractors' Association of New South Wales an industrial organisation of employers and Electrical Trades Union of Australia, New South Wales Branch an industrial organisation of employees.

(No. IRC 3778 of 2002 and 652 of 2004)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
Commissioner Tabbaa

22 June 2005

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

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

30. Anti-Discrimination
31. Dispute Settlement Procedure
32. Incidence, Scope And Application
33. Duration
34. Leave Reserved
- 34A. Traineeships
35. Deduction of Union Membership Fees
36. Motor Vehicles
37. Overpayment Reimbursement to Employer
38. Training

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Additional Margins

Table 3 - Additional Allowances

Table 4 - Expense Related Allowances

Appendix A - Worker Classification Comparison

2. Definitions

2.1 Classification Definitions

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

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

- 2.2 Skill Streams Definitions - The Award provides a career path in five broad skill streams within the electrical/electronic industry.
- 2.2.1 Stream One - Electrical
- 2.2.1.1 This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter, Electrician - Special Class and Electronic Tradesperson.
- 2.2.1.2 It includes electronic work to the extent that an Electronic Tradesperson undertook electronic work in the previous Award.
- 2.2.2 Stream Two - Electronics/Communications
- 2.2.2.1 The Electronics/Communications Stream will cover all types of electronic work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:
- 2.2.2.1.1 Computers, peripherals and other electronic equipment;
- 2.2.2.1.2 Fire alarms, security alarm systems and surveillance systems;
- 2.2.2.1.3 Communications equipment and systems;
- 2.2.2.1.4 Radio/television/public address; and
- 2.2.2.1.5 Other areas of work listed in Clause 32, Incidence Scope and Application.
- 2.2.2.2 Communications includes but is not limited to telecommunications.
- 2.2.3 Stream Three - Instrumentation
- 2.2.3.1 This stream includes instrument and instrumentation work normally associated with the work of Instrument Tradespeople, Electrical/Instrument Tradespersons, Instrument Trades-Complex Systems and Instrumentation and Controls Tradespersons.
- 2.2.4 Stream Four - Refrigeration/Air Conditioning
- 2.2.4.1 This stream includes work in or in connection with refrigeration and air conditioning, plant, equipment or systems.
- 2.2.5 Stream Five - Lines/Cable Work (Power Distribution)
- 2.2.5.1 This stream includes all the work normally associated with the work of Linespersons and/or Cable Jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical distribution lines and systems.
- 2.3 Fire Alarm Systems
- 2.3.1 "Fire Alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.
- 2.4 Security Alarm Systems
- 2.4.1 "Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic

or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or governmental purpose.

2.5 Worker Definitions

2.5.1 Electrical Worker Grade 1 - 80% of Base Rate

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

2.5.2 Electrical Worker Grade 2 - 85% of Base Rate

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

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

2.5.2.1.1.1 Unskilled tasks as directed;

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

2.5.2.1.1.3 Paints cable trays, ducts and conduits;

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

2.5.2.1.1.5 Chase walls as marked by a tradesperson.

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

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

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

2.5.3.1 Trades Assistant.

2.5.3.2 Lines Assistant.

2.5.4 Electrical Worker Grade 3 - 90% of Base Rate

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

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

2.5.4.1.1.1 Is engaged in storework; or

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

- 2.5.4.1.1.3 Inspects and test fire alarm or security alarm equipment; or
- 2.5.4.1.1.4 Under the supervision of a tradesperson or electronics serviceperson;
 - 2.5.4.1.1.4.1 Installs radio, communications and related equipment including antenna; or
 - 2.5.4.1.1.4.2 Installs fire alarm or security alarm equipment; or
 - 2.5.4.1.1.4.3 Installs data and communication cabling.
- 2.5.4.1.2 Provided that this person shall not undertake tasks requiring skills of a tradesperson.
- 2.5.4.2 Definitions applying to this Grade of worker prior to 18.03.93.
 - 2.5.4.2.1 Linesperson.
- 2.5.5 Electrical Worker Grade 4 - 95% of Base Rate
 - 2.5.5.1 An "Electrical Worker Grade 4" is an employee who:
 - 2.5.5.1.1 Has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of his/her training is an employee who:
 - 2.5.5.1.1.1 Is accredited and employed to perform:
 - 2.5.5.1.1.1.1 Scaffolding; or
 - 2.5.5.1.1.1.2 Rigging; or
 - 2.5.5.1.1.2 Is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
 - 2.5.5.1.1.3 Has worked for not less than one year as an electrical worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson;
 - 2.5.5.1.1.3.1 Installs radio, communications and related equipment including antenna; or
 - 2.5.5.1.1.3.2 Installs fire alarm or security alarm equipment; or
 - 2.5.5.1.1.3.3 Installs, terminates and tests data and communication cabling.
 - 2.5.5.1.1.4 Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical worker and works without assistance and supervision.
 - 2.5.5.1.2 Provided that this person shall not undertake tasks requiring the skills of a tradesperson.
 - 2.5.5.2 Definitions applying to this Grade of worker prior to 18.03.93.
 - 2.5.5.2.1 Linesperson Special Class.

2.5.6 Electrical Worker Grade 5 - 100% of Base Rate

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

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

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

2.5.6.1.3 Has successfully completed an appropriate instrumentation trade course; or

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

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

2.5.6.2 Included in this grade is the work of:

2.5.6.2.1 Electrical Tradesperson Level 1.

2.5.6.2.2 Electronic Serviceperson Level 1.

2.5.6.2.3 Instrument Tradesperson Level 1.

2.5.6.2.4 Refrigeration/Air Conditioning Tradesperson Level 1.

2.5.6.2.5 Linesperson/Cable Jointer Level 1.

2.5.6.3 Definitions applying to this Grade prior to 18.03.93.

2.5.6.3.1 Electrical Mechanic.

2.5.6.3.2 Electrical Fitter.

2.5.6.3.3 Radio Mechanic or Fitter.

2.5.6.3.4 Refrigeration and/or Air Conditioning Mechanic or Fitter.

2.5.6.3.5 Battery Fitter.

2.5.7 Electrical Worker Grade 6 - 105% of Base Rate

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

2.5.7.1.1 Has successfully completed:

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

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

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

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

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

2.5.7.2 Included in the grade in the work of:

2.5.7.2.1 Electronic Tradesperson Level 2.

2.5.7.2.2 Electronic Serviceperson Level 2.

2.5.7.2.3 Instrument Tradesperson Level 2.

2.5.7.2.4 Refrigeration/Air-Conditioning Tradesperson Level 2.

2.5.7.2.5 Linesperson/Cable Jointer Level 2.

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

2.5.7.3.1 Electrical Instrument Fitter.

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

2.5.8 Electrical Worker Grade 7 - 115% of Base Rate

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

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

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

2.5.8.2 Included in this grade is the work of:

2.5.8.2.1 Electrical Tradesperson Level 3.

2.5.8.2.2 Electrical Serviceperson Level 3.

2.5.8.2.3 Instrument Tradesperson Level 3.

2.5.8.2.4 Refrigeration/Air Conditioning Tradesperson Level 3.

2.5.8.2.5 Linesperson/Cable Jointer Level 3.

2.5.8.3 Definitions applying to this Grade of worker prior to 18.03.93

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

2.5.9 Electrical Worker Grade 8 - 125% of Base Rate

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

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

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

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

2.5.9.2 Included in this grade is the work of:

2.5.9.2.1 Advanced Electrical Tradesperson Level 1.

2.5.9.2.2 Advanced Electronic Serviceperson Level 1.

2.5.9.2.3 Advanced Instrument Tradesperson Level 1

2.5.9.2.4 Advanced Refrigeration/Air Conditioning Tradesperson Level 1

2.5.9.3 Definitions applying to this Grade of worker prior to 18.03.93

2.5.9.3.1 Electronic Tradesperson

2.5.10 Electrical Worker Grade 9 -130% of Base Rate

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

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

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

2.5.10.2 Included in this grade is the work of:

2.5.10.2.1 Advanced Electrical Tradesperson Level 2

2.5.10.2.2 Advanced Electronic Serviceperson Level 2

2.5.10.2.3 Advanced Instrument Tradesperson Level 2

2.5.10.2.4 Advanced Refrigeration/Air Conditioning Tradesperson Level 2

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

2.5.10.3.1 No pre-existing classification for this Grade.

2.5.11 Electrical Worker Grade 10 - 145% of Base Rate

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

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

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

2.5.11.2 Included in this grade is the work of:

2.5.11.2.1 Advanced Electrical Tradesperson Level 3

2.5.11.2.2 Advanced Electronic Serviceperson Level 3

2.5.11.2.3 Advanced Instrument Tradesperson Level 3

2.5.11.2.4 Advanced Refrigeration/Air Conditioning Tradesperson Level 3

2.6 Other Definitions

2.6.1 Ship Repairs means

2.6.1.1 All repair work done on ships.

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

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

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

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

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

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

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

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

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

2.6.6 ECA means the Electrical Contractors Association of New South Wales

3. Wages

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

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

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

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

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

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

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

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

- 3.5.1.2.1 Working in the open and thereby being subjected to climatic conditions ie. from dust blowing in the wind, brick dust, dripping from concrete, etc;
- 3.5.1.2.2 Sloppy conditions;
- 3.5.1.2.3 Lack of usual amenities associated with factory work, eg meal rooms, change rooms, lockers, etc.
- 3.5.1.2.4 Provided that this allowance shall not apply to ship work or to employees on maintenance work in mixed industries.
- 3.5.1.3 Apprentices engaged on ship repairs shall be paid an additional margin per week as set out in Item 9 of Table 2 - Additional Margins of Part B, Monetary Rates.
- Provided that where an apprentice is for a period of half a day or longer, away from his/her place of employment for the purpose of receiving tuition, the amount prescribed herein shall be decreased proportionately.
- 3.5.1.4 In addition to the above rates, apprentices on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance as set out in Item 10 of Table 2 - Additional Margins of Part B, Monetary Rates.
- 3.5.1.5 The total rate of wages for apprentices in this Award shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding half of 5 cents shall be disregarded.
- 3.5.2 Trainee Apprentices
- 3.5.2.1 Minimum weekly rates of wages for trainee apprentices shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
- 3.5.2.2 In addition to the above rates, apprentices engaged on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance per week as set out in Item 11 of Table 2 - Additional Margins of Part B, Monetary Rates. This allowance is in consideration of conditions peculiar to construction work which are:
- 3.5.2.2.1 Working in the open and thereby being subjected to climatic conditions, ie. from dust blowing in the wind, brick dust, drippings from concrete, etc;
- 3.5.2.2.2 Sloppy conditions;
- 3.5.2.2.3 Lack of usual amenities associated with factory work, eg meal rooms, change rooms, lockers, etc.
- 3.5.2.2.4 Provided that this allowance shall not apply to ship work or to employees on maintenance work in mixed industries.
- 3.5.2.3 Apprentices engaged on ship repairs shall be paid an additional margin per week as set out in Item 12 of Table 2 - Additional Margins of Part B, Monetary Rates.
- Provided that where an apprentice is for a period of half a day or longer, away from his/her place of employment for the purpose of receiving tuition, the amount prescribed herein shall be decreased proportionately.
- 3.5.2.4 The total rate of wages for apprentices in this award shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding half of 5 cents shall be disregarded.

- 3.5.2.5 In addition to the above rates, apprentices on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance per week as set out in Item 13 of Table 2 - Additional Margins of Part B, Monetary Rates.
- 3.6 These rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
- (a) Any equivalent overaward payments; and/or
 - (b) Award wage increases since 29 May, 1991 other than safety net, State Wage Case and minimum rates adjustments.

4. Travel and Expenses

4.1 General Conditions

- 4.1.1 Commencing on Job - An employee required to work at a job away from his/her workshop or depot shall, at the direction of his/her employer, present himself/herself for work at such job at the usual time of starting work.
- 4.1.2 Location of Workshop or Depot - Upon the commencement of this award or the commencement of a contract of employment, the employer shall notify the employee of the location of the employee's workshop or depot and such location shall be recorded in the employee's wages record and/or service record.
- Provided that if it becomes necessary for the location of the workshop or depot to be changed, the employer shall give the employee not less than 14 days notice of such change.
- 4.1.3 Transportation - The employer shall provide or arrange transport where reasonable and necessary for travelling as follows:

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

4.2 Travel

- 4.2.1 In computing reasonable travelling time and for the purpose of 4.2.3, Excess Travelling Time, the following shall apply:
- 4.2.1.1 Where the employee uses public transport on his/her journey, travelling time shall include all time reasonably spent:
 - 4.2.1.1.1 In waiting between public transport connections; and
 - 4.2.1.1.2 Between disembarking from public transport and the time of starting work; and
 - 4.2.1.1.3 Between finishing work and embarking on public transport.
 - 4.2.1.2 Where the employee is required to walk on his/her journey, walking time shall be at the rate of 12 minutes per kilometre.
 - 4.2.1.3 Where the employee uses a motor vehicle, other than public transport on his/her journey, travelling time shall be calculated as follows:
 - 4.2.1.3.1 Where the journey or portion of the journey is within:

- 4.2.1.3.1.1 48 kilometre radius of the General Post Office, Sydney, or
 - 4.2.1.3.1.2 32 kilometre radius of the General Post Office, Newcastle, or
 - 4.2.1.3.1.3 The boundaries of the Port Kembla-Wollongong District (see NSW Industrial Gazette, volume 52, Page 783);
 - 4.2.1.3.2 At the rate of 2 minutes for each kilometre of the journey.
 - 4.2.1.3.3 Where the journey or portion of the journey is outside the area prescribed above, at the rate of 1.25 minutes for each kilometre of the journey.
 - 4.2.2 Excess Travelling Time - For the purpose of this clause, excess travelling time is all time reasonably spent by an employee in travelling to or from a job away from his/her workshop or depot in excess of time usually spent by the employee in travelling to or from his/her home and his/her workshop or depot.
 - 4.2.3 Excess Travelling Time Payment - An employee shall be paid for excess travelling time at ordinary time rate except on a holiday or Sunday when payment shall be at the rate of time and a half.
 - 4.2.4 Travelling Time Payment - To or From Distant Work - An employee travelling to or from distant work shall be paid for all time occupied in such travel at ordinary time rates up to a maximum of 12 hours out of every 24 hours, or, where a sleeping berth is provided, a maximum of 8 hours out of every 24 hours.
- 4.3 Fares and Expenses
- 4.3.1 The employer shall pay for all fares and/or expenses reasonably incurred by an employee in excess of those usually incurred by the employee in travelling between his/her home and his/her workshop or depot.
 - 4.3.1.1 Such fares and expenses shall include fares and/or expenses incurred in travelling between the workshop or depot and a job and in a travelling between jobs.
 - 4.3.2 Fares and Expenses - Distant Work
 - 4.3.2.1 The employer shall pay for any fares and/or expenses incurred in conveying an employee and the employee's tools and such personal belongings reasonably required for his/her personal use to and from distant work.
 - 4.3.2.2 Such expenses shall include cost of meals partaken and insurance of personal belongings whilst in transit.
 - 4.3.3 Motor Vehicle Allowance - An employer shall pay to an employee a motor vehicle allowance per kilometre as set out in Item 1 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates, as compensation for expenses where the employee, by agreement with his/her employer, uses his/her own motor vehicle in the following cases:
 - 4.3.3.1 For the distance of his/her journey which is in excess of the distance of the journey between the employee's home and his/her workshop or depot where the employee starts or finishes work at a job away from his/her workshop or depot.
 - 4.3.3.2 For the distance of his/her journey where the employee is recalled to work overtime after leaving his/her employer's business; or
 - 4.3.3.3 For the distance of his/her journey in travelling between his/her workshop or depot and a job or between jobs; or

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

4.4 Travel and Expenses - Construction and Shipping Work

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

4.4.2 Average Excess Travelling Time - Construction &c. Work

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

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

4.4.2.2.1 Weekly Payment System

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

4.4.2.2.2 Average Payment System.

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

4.4.2.2.2.1 Formula and Example

Weekly Average Excess Travelling Time Rate.

= Daily average excess travelling time rate x Ordinary days of work per work cycle. Divided by weeks per work cycle

= 0.8 hours x 19 days ÷ 4

3.8 hours weekly average excess travelling time.

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

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

- 4.4.2.4 Provided always that the provisions of 4.4.2.3 shall not apply where:
- 4.4.2.4.1 at the time of employment; or
- 4.4.2.4.2 because an employee changes his/her place or residence after employment;
the employees average daily time or journey to and from the employee's residence and a place of employment exceeds 3 hours per day.
- 4.4.2.4.3 in such cases, the employer and the employee must commit to writing an acknowledgment that the provisions of 4.4.2.3 shall not apply.
- 4.4.2.5 Provided further that this subsection shall not inhibit the provisions of definition 2.5.5. Distant Work.

4.4.3 Average Excess Fares - Construction Work, etc.

- 4.4.3.1 In lieu of the provisions of paragraph 4.3.1 and subparagraph 4.3.3.1 of this clause, employees to whom this section applies shall be paid an allowance per day as set out in Item 2 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates, as compensation for average excess fares to and from the places of work.
- 4.4.3.2 The average excess fares payment prescribed in subclause 4.4.3.1 shall be paid in accordance with one of the following payment systems:
- 4.4.3.2.1 Weekly Payment System - An employee shall be paid his/her average excess fares at the rate per day as set out in Item 2 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates except where an employee is absent for the whole of a day; or
- 4.4.3.2.2 Average Payment System -
- 4.4.3.2.2.1 So as to avoid fluctuating average excess fares payments each week, an employee may be paid according to a weekly average of the daily average excess fares rate prescribed by this subparagraph. Such weekly average excess fares rate shall be calculated by multiplying the daily average excess fares rate by the number of ordinary days of work in his/her work cycle and then dividing by the number of weeks in his/her work cycle.
- 4.4.3.2.2.2 Formula and Example -
- Weekly Average Excess Fares Rate
- = Daily average excess fares rate x ordinary days of work per work cycle divided by weeks per work cycle.
- = amount as prescribed in Item 2 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates x 19 divided by 4
- = amount as prescribed in Item 3 of Table 4 - Expense Related Allowances, of Part B, Monetary Rates, weekly average excess fares (rounded up to nearest cent).
- In such case, where an employee is absent for the whole of a day, the employee shall lose average excess fares rate for that day, calculated by dividing his/her weekly average excess fares rate by five.

- 4.4.3.3 The allowance prescribed by this paragraph shall not be payable if the employer provides or offers to provide transport from the employee's home or another agreed location to the job and return, free of charge to the employee. The employee's home for this purpose shall include a place where an employee camps or where he/she is temporarily living.
- 4.4.3.4 Provided that where an employee is engaged on distant work and resides on the site of the job or within 10 minutes walking distance of the job, he/she shall not be entitled to the allowance prescribed in this paragraph.
- 4.4.4 Workshop - For the purpose of this section "Workshop" shall mean a company head office, branch office and any established workshop except that which may be located on the job.
- 4.5 Civil Engineering Works and Camps
- 4.5.1 Scope - This section shall apply to the following:
- 4.5.1.1 Government Works - An employee engaged on work in connection with the construction and/or maintenance of water supply and sewerage works, bridges or water conservation and irrigation works, harbour and reclamation works carried out by Government Authorities, or
- 4.5.1.2 Camps - An employee who is required to camp either by direction of the employer or because no reasonable transport facilities are available to him/her to proceed to and from his/her home each day.
- 4.5.2 Travelling Time and Fares - In lieu of the provisions of 4.2.2 - Excess Travelling Time, and 4.2.3 - Excess Travelling Time Payment, and 4.3.1 - Fares and Expenses, and all of 4.4 - Travel and Expenses - Construction and Shipping Work, of this clause, employees to whom this section applies shall be paid the rates and allowed the conditions in respect of travelling time and fares prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award published 11 June 1999 (309 I.G. 668), as varied, or by any award replacing the said award.

5. Tools

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

- 5.6 Damage to Tools - Compensation to the extent of the damage sustained shall be made where, in the course of the work, tools are damaged or destroyed by fire, or molten metal or through the use of corrosive substances; Provided that the employer's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.
- 5.7 Compensation for Loss of Tools
- 5.7.1 An employer shall on behalf of the employee replace tools lost by breaking and entering whilst securely stored at the employers direction in a room or building on the employers premises, job, workshop or in a lock-up to a maximum trade value as set out in Item 14 of Table 2 - Additional Margins of Part B, Monetary Rates
- 5.7.2 Provided that this subclause shall not apply if the employer has requested the employee to supply him/her with a list of tools required to be kept on the job and the employee has not supplied such a list. The employer has the right to inspect the employee's tools at regular intervals to ensure that they match the list supplied by the employee and that they match the requirements of the job.
- 5.7.3 In all cases, the employee shall be liable to pay the amount as set out in Item 14 of Table 2 - Additional Margins of Part B, Monetary Rates for each claim for compensation.

6. Payment of Wages

6.1 Pay Day

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

6.2 Statement of Weekly Wage Rates

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

- 6.2.1.7 The amount deducted for taxation purposes.
- 6.2.1.8 The amount deducted as employee contributions for superannuation purposes.
- 6.2.1.9 The particulars of all other deductions.
- 6.2.1.10 The net amount paid.

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

6.3 Calculation of Weekly Wage Rates

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

6.3.2 Average Payment System.

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

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

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

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

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

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

6.4 Methods of Payment of Wages

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

- 6.4.2 Where an employee has their wages paid into an account by electronic transfer of funds or other means, wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day.
- 6.4.3 Subject to section 117 of the Industrial Relations Act 1996 the method of payment of wages in the establishment may also be varied to include cheque payable to the employee.
- 6.4.4 An employee, whose wages are paid by means other than electronic funds transfer, kept waiting for his/her wages on pay day for more than 15 minutes after the usual time for ceasing work shall be paid at overtime rates after that 15 minutes. Adjustments of wages shall be rectified on the next following pay day.
- 6.4.5 If wages are not paid on pay day, except where the default has not been caused by the employer, a penalty payment of 2 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by mid-day on the next working day pay day.
- 6.4.6 In the event than an employee, by virtue of the arrangement of his/her ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid not later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.
- 6.5 Payment of Wages on Termination
- 6.5.1 Upon termination of employment wages which are due to an employee shall be paid on the day of such termination or forwarded to him/her by post on the next working day.

7. Living Away on Distant Work

7.1 Board and Lodging

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

7.2 Regular Return Home

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

7.3 Camps

- 7.3.1 Scope - Where an employer is engaged in projects:
- 7.3.1.1 Which are located in areas where reasonable board and lodging as defined in subclause 7.1.2 of this clause is not available; or

- 7.3.1.2 Where the size of the workforce is in excess of the available accommodation; or
- 7.3.1.3 Where there are continuous concrete pour requirements; or
- 7.3.1.4 Where the working of shifts necessitates camp accommodation;

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

7.3.2 Camp Facilities

- 7.3.2.1 Such an employer shall provide accommodation in single rooms, or twin rooms where single rooms are not available, fitted with suitable sleeping accommodation, including mattress, pillow and blankets. Each room shall be of not less than 14 cubic metres per person, and shall have a timber floor with floor covering provided. Each room shall be fitted with a door and movable window of reasonable dimensions and shall be furnished with a table or suitable substitute therefore, a seat or seats and wardrobe for each person. The windows shall be fitted with gauze screens. Each room shall be ceiled and lined. Good artificial lighting shall be provided, a verandah shall be constructed in front of each room. Where reasonably required, provision shall be made for the heating of rooms. Provision shall be made in the camp for suitable washing facilities, including hot and cold showers. Suitable provision shall be made for washing of clothes. Toilets shall be adequate and sewered where possible, situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths. Provisions shall be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health.
- 7.3.2.2 In such camp, messing shall be made available by the employer with provision for a choice of meals.
- 7.3.2.3 An employee who is accommodated as prescribed by paragraph 7.3.2 of this subclause shall not be eligible for the payment of the allowance prescribed by subclause 7.1.1 of this clause.

7.3.3 Camping Allowance

- 7.3.3.1 Employees who are required to camp in accordance with the provisions of paragraph 7.3.1 of this subclause shall be paid a camping allowance per day as set out in as set out in Item 5 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, for each day that the employee finds it necessary to remain in camp.
- 7.3.3.2 Provided that an employee shall not be entitled to the allowance as prescribed in subparagraph 7.3.3.1 of this paragraph for any working day on which he/she is absent from duty except in cases of sickness or for any reason beyond his/her own control.
- 7.3.3.3 Provided further that, if an employer elects to provide full board and suitable camp lodging, the allowance prescribed herein shall not be payable.

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

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

8. Contract of Employment

8.1 Weekly Employment

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

8.1.1A Probationary Employment

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

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

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

8.1.2 Termination of Employment

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

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

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

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

8.2 Casual Employment

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

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

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

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

8.3 General

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

9. Working Within Skills Competency and Training

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

10. Consultative Mechanism

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

11. Redundancy and Technological Change

11.1 Application

- 11.1.1 This clause shall apply in respect of full time and part-time employees.
- 11.1.2 Further, this clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 11.4 of this award.

11.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

11.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

11.2 Introduction Of Change

11.2.1 Employer's duty to notify

11.2.1.1 Where an employer has made a definite decision to introduce changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

11.2.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs.

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

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

11.2.2 Employer's duty to discuss change

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

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

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

11.3 Redundancy

11.3.1 Discussions before terminations

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

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

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

11.4 Termination Of Employment

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

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

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

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

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

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

11.4.2 Notice for Technological Change

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

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

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

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

11.4.3 Time off During the Notice Period

- 11.4.3.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- 11.4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

11.4.4 Employee leaving during the notice period

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

11.4.5 Statement of Employment

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

11.4.6 Notice to Centrelink

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

11.4.7 Centrelink Employment Separation Certificate

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

11.4.8 Transfer to lower paid duties

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

11.4.9 Severance Pay

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

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

- | | Years of Service | Under 45 Years of Age Entitlement |
|--|-------------------------------|-----------------------------------|
| | Less than 1 year | Nil |
| | 1 year and less than 2 years | 4 weeks |
| | 2 years and less than 3 years | 7 weeks |
| | 3 years and less than 4 years | 10 weeks |
| | 4 years and less than 5 years | 12 weeks |
| | 5 years and less than 6 years | 14 weeks |
| | 6 years and over | 16 weeks |
- 11.4.9.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:
- | | Years of Service | 45 Years of Age and Over Entitlement |
|--|-------------------------------|--------------------------------------|
| | Less than 1 year | Nil |
| | 1 year and less than 2 years | 5 weeks |
| | 2 years and less than 3 years | 8.75 weeks |
| | 3 years and less than 4 years | 12.5 weeks |
| | 4 years and less than 5 years | 15 weeks |
| | 5 years and less than 6 years | 17.5 weeks |
| | 6 years and over | 20 weeks |
- 11.4.9.3 "Week's pay" means the ordinary time gross all purpose rate of pay for the employee concerned at the date of termination.
- 11.4.9.4 Service as an apprentice will only be taken into account for the purposes of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further twelve months.
- 11.4.10 Incapacity to pay
- 11.4.10.1 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 11.4.9 above.
- 11.4.10.2 The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 11.4.9 above will have on the employer.
- 11.4.11 Alternative Employment
- 11.4.11.1 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 11.4.9 above if the employer obtains acceptable alternative employment for an employee.
- 11.4.12 Severance Pay Scheme
- 11.4.12.1 Provided that where an employee who is terminated receives a benefit from a severance pay scheme, he or she shall only receive under paragraph 11.4.9 the difference between the redundancy pay specified in that subclause and the amount of the severance benefit he or she receives which is attributable to that employer's contributions for the relevant period of service. If the severance benefit is greater than the amount due under subclause 11.4.9 then he or she shall receive no payment under that clause.

12. Superannuation

12.1 Definitions

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

12.1.2 "Ordinary Time Earnings" For Superannuation

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

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

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

- a) Overtime payments
- b) Living Away Allowance payable pursuant to subclause 7.1.1
- c) Fares and excess fares allowances payable pursuant to Clause 4
- d) Workers' Compensation payments
- e) Annual leave loading payable pursuant to subclause 23.3
- f) Redundancy payments payable pursuant to subclause 11.4.9
- g) Payments in lieu of notice payable pursuant to subclause 11.4.1 and subclause 8.1.2

- h) Entitlements paid upon termination of employment
- i) Fringe benefits tax benefits

12.2 Contributions

- 12.2.1 Contributions for Employees: Subject to Clause 12.3 Exemptions, an employer shall make superannuation contributions to NESS on behalf of each employee.
- 12.2.2 Rate of Contribution: An employer shall, on behalf of each employee, make a superannuation contribution equivalent to the rate prescribed by the Relevant superannuation legislation and regulations of such employee's ordinary time earnings each week.
- 12.2.3 Casual Employees: An employer is not required to make superannuation contributions on behalf of a casual employee whose ordinary time earnings in respect of a calendar month is less than \$450.00 or such other monetary amount as is from time to time prescribed under subsection 2 of section 4 of the Relevant superannuation legislation and regulations.
- 12.2.4 Monthly Contributions: Each employer must furnish a contribution return to NESS at the end of each month showing contributions paid for each employee. The contributions are due and payable within fourteen (14) days following the month such contributions were due.

12.3 Exemptions

- 12.3.1 The requirement to make superannuation contributions to NESS shall not apply in the following circumstances:
- 12.3.2 To employers who are making superannuation contributions on behalf of their employees to the Construction and Building Unions Superannuation Scheme (C + BUS).
- 12.3.3 To employers who, prior to 8 February 1994, were contributing to a superannuation scheme for their employees where the existing scheme complied with the requirement of the *Commonwealth Occupational Superannuation Standards Act 1987* and the Occupational Superannuation Standards Regulations.

12.4 Wage Sacrifice to Superannuation

- 12.4.1 An employee may elect in lieu of being paid an amount of wages to have an equivalent amount paid by way of Superannuation contributions.
- 12.4.2 Where an employee has elected to have an amount paid by way of Superannuation contributions in lieu of wages, any allowance, penalty, payment for unused leave entitlements, weekly workers compensation or other payment, other than any payment for leave taken in service to which an employee is entitled under this Award or any applicable award, act or statute which is expressed to be determined by reference to any employee's wage, shall be calculated by reference to the actual wages paid to the employee and the amount paid under clause 12.4.1 by way of Superannuation contributions.
- 12.4.3 Any superannuation contributions paid under clause 12.4 shall be paid to the superannuation fund to which the employer is required to contribute in accordance with clause 12.2 and 12.3.
- 12.4.4 The employee may make an election to have an amount paid by way of Superannuation contributions in lieu of wages on joining the employer and thereafter may alter the amount paid by way of Superannuation contributions under clause 12.4 with effect from 30 June or 31 December in each year.
- 12.4.5 An election to have superannuation contributions paid in lieu of an amount of wages shall be in writing and may only be made with the consent of both the Employer and Employee.

13. Prohibitions

- 13.1 Improvers Prohibited: No improvers shall be employed in any of the occupations covered by this award for which an apprenticeship is provided.
- 13.2 Piecework Prohibited: Piecework and/or contracts for labour only or substantially for labour only are prohibited. Such prohibition, however, shall not apply to labour only or substantially labour only contracts where the contractor employs tradespersons in accordance with the terms of this award in carrying out the contracts.
- 13.3 Payment by Results Prohibited: Any system of payment by results in the electrical contracting industry is prohibited.
- 13.3.1 Provided that an employer and the union may agree on any variation to this subclause to apply to the employer's establishment.

14. Apprentices

- 14.1 See *Apprenticeship and Traineeship Act 2001*
- 14.1.1 Apprenticeship training matters are regulated under the provisions of the abovementioned Act, and regulations, vocational training orders and vocational training directions made under the Act.
- 14.2 Apprentices Wage Rates
- 14.2.1 The minimum rate of wages for apprentices are prescribed in Clause 3.5 of this award.
- 14.2.2 Where an apprentice working under a particular work cycle in accordance with Clause 18.5.1.2.1 or 18.5.1.2.2 is required to attend a registered training organisation on a Rostered Day Off, he/she shall be afforded another ordinary working day off as substitution for the Rostered Day Off. Any substituted day must be taken in the current or next succeeding work cycle.
- 14.2.3 An apprentice to whom clause 20.2 Picnic Day applies and, in accordance with the provisions of this award who is required to attend a registered training organisation on picnic day shall attend a registered training organisation on such day and shall be paid at ordinary rates for the time of such attendance at a registered training organisation.
- 14.2.4 Provided that, within one calendar month of Picnic Day, the apprentice shall be granted time off work without loss of pay equal to the time of attendance at a registered training organisation on Picnic Day, such time to be fixed by mutual agreement between the employer and the apprentice.
- 14.2.5 Provided further that, where the apprentice is not granted time off work in lieu of the equivalent time of attendance at a registered training organisation on Picnic Day, the apprentice shall be paid time and one half extra for such time.
- 14.3 Prohibition of Premiums - No employer shall, either directly or indirectly, or by any pretence or device, receive from any person, or require, or permit any person, to pay or give any consideration, premium, or bonus for the taking or binding of any probationer or apprentice.
- 14.4 Apprenticeship Trades
- 14.4.1 An employer shall not employ juniors in the following trades otherwise than under an indentured apprenticeship or trainee apprenticeship as hereinafter provided.
- 14.4.1.1 Electrical Trade (Mechanic), or
- 14.4.1.2 Electrical Trade (Fitter/Mechanic), or
- 14.4.1.3 Electrical Trade (Fitter), or

- 14.4.1.4 Electrical Trade (Instruments), or
- 14.4.1.5 Electrical Trade (Powerlines), or
- 14.4.1.6 Electronics Trade (Communication), or
- 14.4.1.7 Electronics Trade (Entertainment/Office Equipment), or
- 14.4.1.8 Electronics Trade (Scanning & Detection), or
- 14.4.1.9 Instrument Trade (Industrial/Scientific), or
- 14.4.1.10 Refrigeration/Air-Conditioning Trade (Mechanic) Refrigeration Mechanic and/or Serviceperson, or
- 14.4.1.11 Automotive Trades (Automotive Electrician).

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

14.5 Proportion

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

- 14.5.1.1 In the trade of electrical fitter - one apprentice to every three or fraction of three tradespersons.
- 14.5.1.2 In the trade of electrical mechanic - one apprentice to each electrical mechanic licensed as a Qualified Supervisor (Electrical).
- 14.5.1.3 In all other trades - one apprentice to each appropriate tradesperson.

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

14.6 Termination of Employment - Trainee Apprentices

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

14.7 Attendance at a Registered Training Organisation

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

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

14.7.3 Where it is necessary for an apprentice to travel from the workshop to such a registered training organisation, or vice versa, reasonable travelling time shall be allowed without deduction of pay. Where reasonable travelling time is disputed, the employer or employee may submit such case for determination by the Industrial Relations Commission of NSW.

14.7.4 Each apprentice who receives time off from work and absents himself from such study or class, shall not be paid for such time lost, except where such absence falls within the provisions of clause 22, Sick Leave.

14.7.5 Each apprentice shall conform to any system in operation or which shall be placed in operation at a registered training organisation for the purpose of recording his/her hours of attendance and to

produce the following day, on request by the employer, the attendance card or other evidence endorsed by a registered training organisation.

14.7.6 Any time occupied by an apprentice during ordinary working hours, including the time occupied by him in travelling from the workshop to such a registered training organisation or vice versa, in attending such a registered training organisation, shall be calculated as part of the time served under his/her apprenticeship.

14.7.7 The fees for attending such a registered training organisation or correspondence class shall be paid by the employer by whom the apprentice is employed. Such fees shall be paid at the beginning of each a registered training organisation term.

14.7.8 Any time lost by suspension shall be made up by the apprentice at the end of each year of apprenticeship.

14.7.9 Notwithstanding the aforementioned, an apprentice with the consent of the employer may attend an appropriate certificate, diploma or degree course, conducted by a Government institution, in lieu of the trade course. The obligation of the employer in regard to:

14.7.9.1 Time off to the apprentice for study in any such course shall be limited to the duration of the appropriate trade course.

14.7.9.2 Fees payable in respect of an apprentice undergoing study in the certificate, diploma or degree course shall be limited to those prescribed for the appropriate trade course.

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

15. Special Rates

15.1 Disability Rates

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

15.1.1 Dirty Work: Where conditions are unusually offensive or more injurious to clothing than the ordinary workshop conditions, a dirty work allowance as set out in Item 1 of Table 3 - Additional Allowances of Part B, Monetary Rates per hour shall be paid.

15.1.1.1 Such conditions (without limiting the definition) may be found in holds, stokeholds, engine rooms, about boilers, forecastles, galleys and other rooms, and on or about mast head lights of ships that have been in commission.

15.1.1.2 Unless it can be shown that the conditions appertaining to any particular job done in connection with such works are not dirtier than the ordinary workshop conditions then the following shall be considered dirty work;

15.1.1.2.1 Work done at the following places: Wool scouring works, tanneries, boiling down works, sugar works, galvanising works, lead works, paint works, smelting works, converting cyaniding and all dry crushing and/or grinding plants, sanitary works, fertiliser works, chemical works, abattoirs, knackereries, slaughter yards, cement works, mines and/or at pit tops.

15.1.1.2.2 Work done on or in the following:

- 15.1.1.2.2.1 The space between the ceiling and roof of a building that has been occupied.
- 15.1.1.2.2.2 The space between the ceiling and the floor above of a building that has been occupied.
- 15.1.1.2.2.3 The space between the earth and the floor above of any building.
- 15.1.1.2.3 The following work:
 - 15.1.1.2.3.1 Operating a power tool to cut or groove (ie - chase) brickwork, plaster, rockwork, concrete and other masonry work.
 - 15.1.1.2.3.2 On repairs to electrically driven vehicles that have been in use.
 - 15.1.1.2.3.3 On repairs to smoke boxes, fire boxes, uptake funnel, flue, furnace or combustion chamber of a locomotive, marine, or other type of boiler.
 - 15.1.1.2.3.4 On repairs in oil tanks or meat digesters.
 - 15.1.1.2.3.5 On repairs to incinerators and/or incinerating devices which have been in use.
- 15.1.1.2.4 For ship repair work which a foreman and workman shall agree is of an unusually dirty or offensive nature the dirty work allowance per hour shall be as set out in Item 2 of Table 3 -Additional Allowances of Part B, Monetary Rates.
- 15.1.2 Confined Spaces: An employee working in a confined space (as defined in Clause 2, Definitions) shall be paid a confined space allowance per hour as set out in Item 3 of Table 3 - Additional Allowances of Part B, Monetary Rates.
- 15.1.3 Insulating Material - Temperature, Sound etc: An employee handling silicate of cotton, slag wool, rock wool or glass fibre wool for the purpose of insulation or who it is agreed between the employer and the employee is working in the immediate vicinity so as to be affected by the use thereof shall be paid an insulation material allowance per hour as set out in Item 4 of Table 3 - Additional Allowances of Part B, Monetary Rates. Such allowance shall be paid for the remainder of the day or shift after the time that it first become payable.
- 15.1.4 High Places
 - 15.1.4.1 An employee working on a building or structure of a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance per hour as set out in Item 5 of Table 3 - Additional Allowances of Part B, Monetary Rates and an additional amount per hour as set out in the said Item 5 for each further 15 metres increase in the height at which he/she is working.
 - 15.1.4.2 An employee working on any building or structure in a bosun's chair or swinging scaffold at a height up to 15 metres directly above a substantial level surface shall be paid a height allowance per hour as set out in Item 5 of Table 3 - Additional Allowances of Part B, Monetary Rates and an additional amount per hour as set out in the said Item 5 for each further 15 metres increase in the height at which he/she is working.
- 15.1.5 Wet Places
 - 15.1.5.1 An employee working in any place where his/her clothing or footwear becomes appreciably wet shall be paid a wet place allowance per hour as set out in Item 6 of Table 3 - Additional Allowances of Part B, Monetary Rates.

15.1.5.2 Provided that the wet place allowance shall not be payable where the employer provides the employee with suitable protective clothing and footwear.

15.1.5.3 Provided further that any employee who becomes entitled to the wet place allowance shall be paid such allowance for such part of the day or shift he/she is required to work in wet clothing or footwear.

15.1.6 Hot Places

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

15.1.6.2 The temperature shall be decided by the foreperson of the work after consultation with the employee who claims the hot places allowance.

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

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

15.1.9 Toxic Substances

15.1.9.1 An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

15.1.9.2 Employees using such materials will be provided with and shall use all safeguards as are required by the appropriate Government authority.

15.1.9.3 Employees using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5kg or over, shall be paid per hour extra the amount as set out in Item 10 of Table 3 - Additional Allowances of Part B, Monetary Rates.

15.1.9.4 Employees working in close proximity to employees so engaged so as to be affected by the use of such substances or materials shall be paid per hour extra the amount as set out in the said Item 10.

15.1.9.5 For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

15.1.10 Underground Work

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

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

- 15.2.3.3 The site allowance so prescribed under 15.2.3.2 shall be deemed to be an allowance prescribed under this award and an employee to whom this award applies shall be paid the site allowance so prescribed.
- 15.2.3.4 Provided that any questions arising from 15.2.3 may be referred to the Industrial Relations Commission of New South Wales for determination.

15.3 General

- 15.3.1 **Limits to Accumulation:** Where more than one of the rates and allowances prescribed by 15.1 Disability Rates, provides payments for disability of substantially the same nature, then only the highest of such rates shall be payable.
- 15.3.2 **Rates not Subject to Penalty Addition:** Except where otherwise specified, the extra rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.
- 15.3.3 **Disputed Claims:** In the case of a disagreement between a foreperson and an employee about the entitlement to any of the disability rates and allowances prescribed by 15.1 Disability Rates, of this Clause, the employee shall be entitled within 24 hours to ask for a decision on his/her claim by his/her employer, industrial officer, manager, superintendent or engineer. In such a case, a decision shall be given on the employee's claim within 48 hours of its being made (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the special rate, allowance or conditions shall be paid or granted. In any case, where the Union is dissatisfied with the decision of the employer, industrial officer, manager, superintendent or engineer it shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

16. Multi-Storey Allowance

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

- 16.1.1 "Multi-Storey Building" means a building which, when complete, consists of 5 or more storey levels.
- 16.1.2 "Storey Level" means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and shall include basement levels and mezzanine or similar levels (but excluding "half floors" such as toilet blocks or store rooms located between floors).
- 16.1.3 "Floor Level" means that stage of construction which, in the completed building would constitute the walking surface of the particular floor level referred to in 16.4 Scale of Allowances.

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

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

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

- 16.2.2.1 Electrical work is carried out as part of the building's renovation work.
- 16.2.2.2 Electrical work is carried out in conjunction with the work of other building trades who are renovating the building.
- 16.2.2.3 The renovation work extends to more than 2 storey levels, and
- 16.2.2.4 At least part of the renovation work to be carried out is above the 4th storey level.

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

17. Distant Places

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

18. Hours of Work

- 18.1. Hours of Work Dayworkers
- 18.1.1 The ordinary hours of work for day workers shall be 38 hours per week or an average of 38 per week to be worked on one of the following bases:
- 18.1.1.1 38 hours within a work cycle not exceeding seven consecutive days; or
- 18.1.1.2 76 hours within a work cycle not exceeding fourteen consecutive days; or
- 18.1.1.3 114 hours within a work cycle not exceeding twenty one consecutive days; or
- 18.1.1.4 152 hours within a work cycle not exceeding twenty eight consecutive days.

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

18.2 Days of Work for Dayworkers

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

18.3 Maximum Daily Hours

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

18.4 Spread of Hours

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

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

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

18.5 Implementation of 38 Hour Week

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

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

18.5.1.1.1 Less than 8 ordinary hours each day; or

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

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

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

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

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

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

18.6 Notice of Rostered Day Off

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

18.7 RDO Not to Coincide with Public Holiday

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

18.8 Substitution of RDO

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

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

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

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

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

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

18.9 Banking of Rostered Days Off

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

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

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

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

19. Overtime

19.1 Payment for Working Overtime

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

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

19.2 Rest Period after Overtime

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

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

19.2.1.1 For the purpose of changing shift rosters; or

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

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

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

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

19.3 Recall to Work

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

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

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

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

19.4 Saturday Work

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

19.4.2 A day worker required to work overtime on a Saturday shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on Friday.

19.4.3 Where an employee works overtime which ceases at or after 4.00am on a Saturday and such overtime is continuous with ordinary work on Friday, then such employee shall be paid for an additional 8 hours at ordinary time rate. This provision shall not apply to shift workers.

19.5 Standing By: Subject to any custom now prevailing under which an employee is required regularly to hold himself/herself in readiness for a call back, an employee required to hold himself/herself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates for the time from which he/she is so told to hold himself/herself in readiness.

19.5.1A On Call Allowance

19.5.1A.1 Notwithstanding the provisions of Clause 19.5 of this Award, an employer and employee may agree that an employee remain on-call outside of ordinary working hours. Where this agreement occurs, the employee shall:

19.5.1A.1.1 Make themselves contactable via telephone and/or mobile telephone and/or pager (as specified by the Company) for the whole time they are on-call or standing by; and

19.5.1A.1.2 Be at all times ready, willing and able to attend to any and all call-outs they may receive or be directed by the Company to attend. An employee on-call or standing by shall at all times be ready, willing and able to drive a motor vehicle and hence shall not be over the legal driving limit for alcohol or under the influence of any other driving impairing drugs or substances.

19.5.1A.2 An employee on-call shall be paid an on-call allowance as set out in Item 20 of Table 3 - Additional Allowances of Part B, Monetary Rates for every part of a 24 hour period outside of ordinary working hours but between ordinary shifts that the employee remains on-call.

19.5.1A.3 An employee on-call shall be paid an on-call allowance as set out in Item 21 of Table 3 - Additional Allowances of Part B, Monetary Rates for every part of a 24 hour period outside of ordinary working hours that the employee remains on-call.

19.5.1A.4 An employee on-call shall be paid an on-call allowance as set out in Item 22 of Table 3 - Additional Allowances of Part B, Monetary Rates for every full 24 hour period outside of ordinary working hours that the employee remains on-call.

19.5.1A.5 An employee on-call shall be paid an on-call allowance as set out in Item 23 of Table 3 - Additional Allowances of Part B, Monetary Rates for every week that the employee remains on-call whilst also working ordinary hours.

19.6 Crib Time

19.6.1 An employee working overtime shall be allowed a crib time of 20 minutes at the appropriate rate without deduction of pay after each 4 hours of overtime worked, if the employee continues work after such crib time.

19.6.2 Provided that where a day worker on a five day week is required to work overtime on a Saturday, the first prescribed crib time shall, if occurring between 10.00am and 1.00pm, be paid at ordinary rates.

19.6.3 Unless the period of overtime is less than 1½ hours, an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

- 19.7 Requirement to Work Reasonable Overtime: It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the Industry.
- 19.8 Meal Allowance, &c.
- 19.8.1 An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid an amount as set out in Item 6 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, for the first meal and for each subsequent meal.
- 19.8.2 Unless the employer advised an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meal or make payment in lieu thereof as above prescribed.
- 19.8.3 If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as above prescribed for meals which he/she has provided but which are surplus.
- 19.9 Transport of Employees: When an employee, after having worked overtime, or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with a conveyance to his/her home or pay him/her his/her current wage rate for the time reasonably occupied in reaching his home.
- 19.10 Meal Breaks
- 19.10.1 Maximum Period Without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.
- 19.10.2 Payment for Work in Meal Breaks: Subject to 19.10.3, Regular Maintenance Person, for work done during meal hours and thereafter until a meal break is allowed, time and a half rates shall be paid.
- 19.10.3 Regular Maintenance Person: Subject to the provisions of 19.10.1, Maximum Period Without Meal Break, hereof, an employee employed as a regular maintenance person shall work during meal breaks at the ordinary rates herein prescribed, whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done whilst such plant is idle. Provided that, if the meal period of a maintenance person has not previously been taken and does not follow immediately upon resumption of work by other employees after their meal break, the provision of 19.10.2, Payment for Work in Meal Break, hereof, shall apply.
- 19.11 Time Off in Lieu of Overtime
- 19.11.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 19.11.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 19.11.3 If having elected to take time as leave in accordance with this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 19.11.4 Where no election is made, the employee shall be paid overtime rates in accordance with the award.

20. Holiday and Sunday Work

20.1 Holidays

20.1.1 Prescribed Holidays

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

20.1.1.2 By mutual agreement between an employer and employee, other days may be substituted for the said days or any of them as to such employer's undertaking.

20.1.2 Payment for Work on a Holiday

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

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

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

20.1.3.1 Without reasonable excuse; or

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

20.2 Picnic Day

20.2.1 Prescribed Holiday: Employee's picnic day shall be a recognised holiday for weekly hire employees who are members of the Electrical Trades Union of Australia, New South Wales Branch. It shall be observed on the first Monday in December each year.

20.2.2 Granting of Holiday

20.2.2.1 All employees in the construction industry to whom this section applies shall, as far as practicable, be given and shall take this day as picnic day without loss of pay.

20.2.2.2 In respect of all other employees to whom 20.2 applies, any other day may be substituted for picnic day by mutual agreement between any employer and employee.

20.2.3 Payment for Work on Picnic Day

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

20.2.3.2 An employee required to work on picnic day shall be paid for a minimum of 4 hours work at double time and a half.

20.2.4 Absence Before or After Picnic Day: An employee shall not be entitled to payment for picnic day if he/she is absent from work:

20.2.4.1 Without reasonable excuse; or

20.2.4.2 Without the consent of his employer;

on the ordinary working day before or the ordinary working day after picnic day.

20.2.5 Evidence of Attendance at Picnic: An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of the employee's picnic ticket shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

20.3 Sundays - Payment for Work on Sundays:

20.3.1 An employee who works on a Sunday, shall be paid at the rate of double time for such work, such double time to continue until he/she is relieved from duty.

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

20.4 General

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

20.4.1 Rest Period After Holiday or Sunday Work: An employee, not engaged on continuous work, who works on a holiday or a Sunday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty be entitled to be absent until he/she has had 10 consecutive hours off duty without deduction of pay for ordinary time occurring during such absence.

20.4.2 Meal Allowance - Holidays and Sundays:

20.4.2.1 An employee not engaged on continuous work, required to work for more than 4 hours on a holiday or a Sunday without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid an amount as set in Item 6 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, for the meal taken during his/her first crib break and during each subsequent crib break. Provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

20.4.2.2 An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a holiday or Sunday or is required to work for a lesser period of time than advised, shall be paid the rates prescribed in 20.4.2.1 of this Clause for meals which he/she has provided but which are surplus.

20.4.3 Holidays to be Paid on Termination of Employment:

20.4.3.1 An employer who terminates the employment of an employee engaged on weekly employment on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, shall pay the employee his/her ordinary wages for each holiday in a group as prescribed in 20.4.3.2, which falls within 10 consecutive days on and from the date that notice of termination is given.

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

- 20.4.3.2.1 Christmas Day, Boxing Day, New Year's Day and additional holidays gazetted in connection with those days.
 - 20.4.3.2.2 Good Friday, Easter Saturday (where it is applicable as a holiday for the employee), Easter Monday and additional holidays gazetted in connection with those days.
 - 20.4.3.3 Where the first day of the group of holidays falls within 10 consecutive days on and from the date that notice of termination is given, the whole group shall be deemed to fall within 10 days.
 - 20.4.3.4 An employee shall not be entitled to receive payment from more than one employer in respect of the same holiday or group of holidays.

An employee shall, on request by his/her employer, make a statutory declaration or other written statement satisfactory to his/her new employer, of the payments made by any other employer for the holidays referred to in this subsection where any of such holidays occurs within 10 consecutive days after the commencement of his/her employment with that employer.
 - 20.4.3.5 An employee shall not be entitled to the payment referred to in 20.4.3.1 for the holidays prescribed by 20.4.3 where his/her employer dismisses him/her without notice for malingering, inefficiency, neglect of duty or misconduct in accordance with the provisions of 8.1.2.4, of Clause 8, Contract of Employment.
- 20.4.4 Maximum Period without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.
- 20.5 12 Hour Shifts
- 20.5.1 By agreement between the employer, the union and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
- 20.5.1.1 The employer and the employees concerned being guided by the Occupational Health and Safety provisions;
 - 20.5.1.2 Proper health monitoring procedures being introduced;
 - 20.5.1.3 Suitable roster arrangements being made; and
 - 20.5.1.4 Proper supervision being provided.

21. Shift Work

21.1 Definitions

21.1.1 For the purposes of this Clause:

- 21.1.1.1 "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.
- 21.1.1.2 "Continuous Work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 21.1.1.3 "Night Shift" means any shift finishing subsequent to midnight and at or before 8am.

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

21.2 Hours - Continuous Shift Work

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

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

- 21.2.1.2 Provided that a shift cycle may differ from that prescribed by this subclause as to all or a section of employees by mutual agreement between an employer and a majority of employees concerned.

- 21.2.1.3 Subject to the following conditions, such shift workers shall work at such times as the employer may required:

- 21.2.1.3.1 A shift shall consist of not more than 8 hours, inclusive of crib time;

- 21.2.1.3.2 Except at the regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours;

- 21.2.1.3.3 20 minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;

- 21.2.1.3.4 An employee shall not be required to work for more than 5 hours without a break for a meal.

21.3 Hours - Other Than Continuous Work

21.3.1 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined.

21.3.2 The weekly ordinary hours of work shall be an average of 38 per week, the average hours per week being calculated over a shift cycle.

21.3.3 The weekly ordinary hours of work shall be arranged in accordance with one of the following shift cycles;

38 hours within a period not exceeding 7 consecutive calendar days; or

76 hours within a period not exceeding 14 consecutive calendar days; or

114 hours within a period not exceeding 21 consecutive calendar days; or

152 hours within a period not exceeding 28 consecutive calendar days

21.3.4 Subject to the following conditions, such shift workers shall work at such times as the employer may require:

- 21.3.4.1 A shift shall not exceed 8 hours of ordinary time work. Provided that the ordinary time of work of a shift may be altered as to all or a section of employees by mutual agreement between an employer and the Union.

- 21.3.4.2 Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer.

- 21.3.4.3 Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

- 21.3.4.4 An employee shall not be required to work for more than 5 hours without a break for a meal.
- 21.4 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- 21.5 Variations by Agreement
- 21.5.1 The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.
- 21.5.2 The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment or, in the absence of agreement, by 7 days' notice of alteration given by the employer to the employees.
- 21.6 Afternoon or Night Shift Allowances
- 21.6.1 A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his/her ordinary rate.
- 21.6.2 A shift worker who works on an afternoon or night shift which does not continue for at least 5 successive afternoons or nights shall be paid for each such shift 50 percent for the first 2 hours thereof and 100 percent for the remaining hours thereof in addition to this ordinary rate.
- 21.6.3 An employee who, during a period of engagement on shift:
- 21.6.3.1 Works night shift only, or
- 21.6.3.2 Remains on night shift for a longer period than 4 consecutive weeks; or
- 21.6.3.3 Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one third of his/her working time off night shift in each shift cycle,
- 21.6.3.4 Shall during such engagement, period or cycle be paid 30 percent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.
- 21.7 Saturday Shifts - The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in 21.6
- 21.8 Overtime - Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall:
- 21.8.1 If employed on continuous work be paid at the rate of double time; or
- 21.8.2 If employed on other shift work be paid at the rate of time and a half for the first 2 hours and double time thereafter.
- 21.8.3 Except in each case where the time is worked:
- 21.8.3.1 By arrangement between the employees themselves; or
- 21.8.3.2 For the purpose of effecting the customary rotation of shifts; or
- 21.8.3.3 On a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to

deduct payment for a day in accordance with 8.3.3 Standing Down of employees of Clause 8, Contract of Employment of this award.

21.8.4 When not less than 7 hours 36 minutes notice has been given to the employer by a relief man that he/she will be absent from work and the employee whom he should relieve is not relieved and is required to continue to work on his rostered day off, the unrelieved employee shall be paid double time.

21.9 Holiday and Sunday Work

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

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

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

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

21.9.2.2.1 Have one additional day off annual leave; or

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

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

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

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

22. Sick Leave

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

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

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

- 22.1.3 He/she shall prove to the satisfaction of his/her employer that he/she was unable on account for such illness or injury to attend for duty on the day or days for which sick leave is claimed or in the event of a dispute the matter shall be referred under the terms of Clause 31 of this Award.
- 22.2 Sick Leave Entitlement - An employee shall not be entitled to leave in excess of the following:
- 22.2.1 After 3 months continuous service with an employer; 24 hours of ordinary working time; provided that for any absence or absences not exceeding 24 hours during the first 3 months for which the employee would otherwise have qualified for payment in accordance with subclause 22.1 of this subclause, the employee shall be paid for such absence or absences upon the employee's application for payment after such 3 months.
- 22.2.2 Provided further that where at the commencement of employment it is agreed that the period of employment shall not exceed 3 months, the employee shall be entitled to the provisions of this paragraph from the commencement of employment.
- 22.2.3 After 6 months continuous service with that employer, an additional 16 hours of ordinary working time; provided that for any absence or absences not exceeding 40 hours during the first 6 months for which the employee would otherwise have qualified for payment in accordance with 22.1, and subject to his/her having an untaken balance of sick leave standing to his/her credit, the employee shall be paid for such absence or absences upon the employee's application for payment after such 6 months.
- 22.2.4 On the anniversary date of his/her first and each subsequent year of service with that employer, an additional 64 hours of ordinary working time.
- 22.3 Cumulative Sick Leave
- 22.3.1 Sick Leave shall accumulate from year to year so that any balance of the period specified in Clause 22.2 hereof which has in any year not been allowed to any employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions prescribed, shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- 22.3.2 Provided that sick leave which accumulates shall be available to the employee for a period of 12 years from the end of the year in which it accrues.
- 22.4 Where an Employee is Sick or Injured on the Weekday
- 22.4.1 Where an employee is sick or injured on the weekday he/she is to take off in accordance with 18.5.1.2.1 or 18.5.1.2.2, he/she shall not be entitled to sick pay in addition to his/her normal weekly pay nor will his/her sick leave entitlement be reduced as a result of his/her sickness or injury that day.

23. Annual Leave

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

23.1 Day Workers

23.1.1 RDO in relation to Annual Leave

- 23.1.1.1 For each 4 week period which accrues or falls due to an employee, pursuant to the provisions of the Annual Holidays Act 1944, and
- 23.1.1.2 Where the employer's ordinary hours of work are arranged in accordance with a 19 day four consecutive week cycle as prescribed by sub clause 18.5.1 of this award, and

- 23.1.1.3 Irrespective of whether the employee has his/her annual holiday in either one consecutive period or 2, 3, or 4 separate periods,
- 23.1.1.4 Then only one such period shall include a RDO.
- 23.1.1.5 An employee's RDO's are not holidays or special award holidays for the purpose of this award.
- 23.2 Shift Workers - In addition to the benefits prescribed by the Annual Holidays Act 1944, shift workers shall be granted the following:
- 23.2.1 Payment for Period of Annual Leave - An employee before going on annual leave shall be paid the wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period. An employee shall have the amount of wages to be received for annual leave calculated by including the following where applicable:
- 23.2.1.1 His/her "ordinary pay" as prescribed by the Annual Holidays Act 1944; and
- 23.2.1.2 The rate payable pursuant to 3.4.5, Mixed Functions, of Clause 3, Wages, calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
- 23.2.2 Seven-day Shift Workers
- 23.2.2.1 A seven-day shift worker is an employee whose ordinary working period includes holidays and Sundays on which he/she may be regularly rostered for work.
- 23.2.2.2 In addition, to the benefits prescribed by Section 3 of the *Annual Holidays Act* 1944, with regard to an annual holiday an employee who, during the year of his/her employment with respect to which he/she becomes entitled to the said annual holiday gives service as a seven-day shift worker, under this award shall be entitled to the additional leave as specified below.
- 23.2.2.2.1 If during the year of his/her employment he/she has served continuously as a seven-day shift worker the additional leave with respect to that year shall be one week.
- 23.2.2.2.2 Subject to 23.2.2.4 if during the year of his/her employment he/she has served for only portion of it as a seven-day shift worker the additional leave shall be one day for every 36 ordinary shifts worked as a seven-day shift worker.
- 23.2.2.2.3 Subject to 23.2.2.4, the employee shall be paid for such additional leave in accordance with the provisions prescribed by 23.2.1, Payment for Period of Annual Leave.
- 23.2.2.2.4 Where the additional leave calculated under 23.2.2 is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- 23.2.2.2.5 In this Clause, reference to "one week" and "one day" includes holidays and non-working days.
- 23.2.3 Payment on Termination of Employment - Where the employment of a worker has been terminated and he/she thereby becomes entitled under Section 4 of the *Annual Holidays Act* 1944, to payment in lieu of an annual holiday, payment of 3½ hours at such ordinary rate of wages shall be made with respect to each 21 shifts of service as a seven-day shift worker which he/she has rendered during such period of employment.

23.3 Annual Holidays Loading

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

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

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

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

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

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

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

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

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

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

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

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

23.3.10 Notwithstanding the provisions of 23.3.5 an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on such annual holiday, shall be paid whichever is the greater of either the said annual holidays loading or the shift work allowances and weekend penalty rates, where applicable, for the

ordinary time (not including time on a holiday prescribed by Clause 20, Holiday and Sunday Work) which he/she would have worked during the period of the annual holiday.

24. Other Leave

- 24.1 Long Service Leave: For long service leave provisions see *Long Service Leave Act 1955*.
- 24.2 Building and Construction Industry Long Service Payments: For employees performing building and construction work as defined by the *Building and Construction Industry Long Service Payments Act 1986*, see the *Building and Construction Industry Long Service Payments Act 1986*.
- 24.3 Bereavement Leave
- 24.3.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph 24.3.3 of this subclause.
- 24.3.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- 24.3.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 24.4.1.3.2 provided that, for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 24.3.4 An employee shall not be entitled to bereavement leave under this Clause during any other period in respect of which the employee has been granted other leave.
- 24.3.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 24.4.2, 24.4.3, 24.4.4, 24.4.5 and 24.4.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 24.4 Personal/Carer's Leave
- 24.4.1 Use Of Sick Leave
- 24.4.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 24.4.1.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 22, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 24.4.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 24.4.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 24.4.1.3.1 The employee being responsible for the care of the person concerned; and
- 24.4.1.3.2 The person concerned being:
- 24.4.1.3.2.1 A spouse of the employee; or

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

24.4.2 Unpaid Leave For Family Purpose

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

24.4.3 Annual Leave

- 24.4.3.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding 5 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 24.4.3.2 Access to annual leave, as prescribed in subclause 24.4.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 24.4.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

24.4.4 Time Off In Lieu Of Payment Of Overtime

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

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

24.4.5 Make-Up Time

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

24.4.6 Rostered Days Off

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

25. Shop Stewards

- 25.1 Accredited Shop Steward: An employee appointed shop steward in the shop, site or department in which he/she is employed shall upon notification thereof to his/her employer, be recognised as the accredited representative of the Union. An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.
- 25.2 Interviewing Union Official: Subject to the prior approval of the employer an accredited shop steward shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official of the Union on legitimate union business.

26. Notice Board

- 26.1 The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in each of his/her establishments or plants or job sites where his/her employees are working or in separate buildings in each establishments or plant or job site so that such notice boards are reasonably accessible to all his/her employees working under the award at the establishment or plant or job site.

- 26.2 Accredited union representatives shall be permitted to put on the notice board or boards formal union notices, signed or countersigned by the representative so placing them. Any notice posted on such board or boards not so signed or countersigned may be removed by an accredited union representative or the employer.

27. Amenities

27.1 Workshop and Depot

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

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

Note: The amenities for workshops and depots are those prescribed by the *Shops and Industries Act 1962*, and by the Regulations made under the Act. The amenities prescribed include change room, meal room, dining tables, chairs, clothes lockers, tool lockers, food storage space, meal heating facilities, garbage bins, showers, hand wash basins and sanitary conveniences.

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

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

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

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

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

28. First Aid

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

29. Miscellaneous Provisions

- 29.1 Protective Clothing: Where employees are required to wear overalls and/or dust coats they shall be supplied by the employer.
- 29.2 Damage to Clothing, Spectacles and Hearing Aids: Compensation to the extent of the damage sustained shall be made where in the course of the work clothing, spectacles or hearing aids are damaged or destroyed by fire or molten metal or through the use of corrosive substances. This shall not apply when an employee is entitled to Workers' Compensation in respect of the damage.

29.3 Gas Masks

29.3.1 The employer shall ensure that sufficient gas masks are available to enable such employee, when engaged on repairs to refrigeration plants outside the employer's premises, to take one with him/her.

29.3.2 Employers shall provide respirators or gas masks for electric arc or oxy-acetylene operators working in places where fresh air cannot freely circulate.

29.4 Gloves

29.4.1 Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and where necessary for employees manually hauling underground cables or ring mains and similar cables and suitable gloves or pads for such other work as the foreperson and employee may agree.

29.4.2 In the case of disagreement between the foreperson and the employee, the employee or a shop steward on his/her behalf shall be entitled within 24 hours, to ask for a decision on the employee's claim by the employer. In such case, a decision shall be given on the employee's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided.

29.4.3 In any case where the Union alleges that an employer or his/her representative is persistently unreasonably or capricious in relation to such claims, it may bring such case before the Industrial Relations Commission of New South Wales.

29.5 Goggles

29.5.1 Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee, such goggles shall be sterilised before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his/her protection.

29.5.2 Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

29.6 Masks: Where necessary suitable masks shall be provided for employees required to use compressed air for blowing dust from electrical machinery or equipment. An employee when performing such work shall wear the mask provided for his/her protection. Masks containing celluloid shall not be considered suitable for the purposes of this provision.

29.7 Protective Equipment - Welding:

29.7.1 Employers shall provide a sufficient supply of the undermentioned equipment to enable each tradesperson and his/her assistant when engaged on work necessitating its use:

29.7.1.1 Suitable fibrous cement sheets;

29.7.1.2 Hand screens or helmets, fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields);

29.7.1.3 Anti-flash goggles;

29.7.1.4 Aprons, leather sleeves and leggings (or coveralls of flameproof material) and gauntlet gloves; and

- 29.7.2 An employee who is supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied. Where electric arc operators are working sufficient suitable screens, shall be provided by the employer for the protection of employees from flash.
- 29.8 Safety Gear for Live Work: Adequate safety gear (including insulating gloves, mats and/or shields where necessary) shall be provided by employers for employees required to work on live electrical equipment.
- 29.9 Case Hardened Prescription Lenses: An employer who requires an employee to have his/her prescription lenses case hardened shall pay for the cost of such case hardening.

30. Anti-Discrimination

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

NOTES

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

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

31. Dispute Settlement Procedure

- 31.1 The parties have considered the question of dispute settling procedures with a view to placing a maximum emphasis on the peaceful settlement of disputes and minimisation of lost time within the industry.

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

32. Area, Incidence and Duration Incidence, Scope and Application

- 32.1 This award shall apply to the provision of electrical services by electrical, electronic and communications contractors and their employees.
- 32.2 This award replaces and rescinds the Electrical, Electronic and Communications Contracting Industry (State) Award 2000 (318 IG 645) published 15 September 2000 and all subsequent variations thereof.
- 32.3 For the purpose of this Clause:
- 32.3.1 "Electrical contractor" means any entity who or which contracts to provide "electrical services".
 - 32.3.2 "Electrical services" includes:
 - 32.3.2.1 The maintenance of electric power distribution lines and all associated work; and/or
 - 32.3.2.2 The installation of electric light and power, all classes of assembly, wiring, repair and maintenance of high, low and extra low voltage electrical installations and appliances including, without in any way limiting the generality of the foregoing, the assembling, installing, diagnosing, servicing and rectifying of faults in any of the following:
 - 32.3.2.2.1 Electronic products (eg television receivers, video cassette recorders, audio equipment/systems, home computers, etc) and any combination of these products together with ancillary devices and/or equipment;
 - 32.3.2.2.2 Radio and television transmitting devices (including LF, HF, VHF and UHF); CB radios;
 - 32.3.2.2.3 Telemetry systems and ancillary equipment;
 - 32.3.2.2.4 Multiple access television distribution systems;

- 32.3.2.2.5 Computers and their peripherals;
 - 32.3.2.2.6 Microwave and associated equipment;
 - 32.3.2.2.7 Electrically operated refrigeration and air conditioning equipment;
 - 32.3.2.2.8 Telephone communications devices;
 - 32.3.2.2.9 Fibre optic transmission lines and associated equipment;
 - 32.3.2.2.10 Public address systems;
 - 32.3.2.2.11 Domestic satellite television receivers;
 - 32.3.2.2.12 Maritime electronic equipment (including depth sounders, radars, etc)
 - 32.3.2.2.13 Security alarm systems;
 - 32.3.2.2.14 Fire alarm systems;
 - 32.3.2.2.15 Superconductivity systems and associated equipment;
 - 32.3.2.2.16 Electromagnetic devices;
 - 32.3.2.2.17 Electrical instrumentation.
- 32.4 Any entity who or which operates a business the primary purpose of which is the manufacture and/or vending of plant and equipment shall be exempt from this award solely in respect of those parts or divisions of the business which are predominantly engaged in the manufacture and/or vending of plant and equipment or the installation, assembly, refurbishment and maintenance of that plant and equipment.
- 32.5 Provided further that the award does not apply to employees of the Broken Hill Proprietary Company Limited or Tubemakers of Australia Limited or a related body corporate (within the meaning of the Corporations Law) of either company.
- 32.6 Provided further that the award shall apply only to employees who are members of or are eligible to be members of the Electrical Trades Union of Australia, New South Wales Branch.

33. Duration

This award shall take effect from the first pay period on or after 22 June 2005 and shall remain in force thereafter until 31 January 2008.

34. Leave Reserved

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

34A. Traineeships

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

35. Deduction of Union Membership Fees

- 35.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- 35.1.1 The employee has authorised the employer to make such deductions in accordance with subclause 35.2 herein;
 - 35.1.2 The Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount.
 - 35.1.3 Deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - 35.1.4 There shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 35.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 35.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- 35.3.1 Where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - 35.3.2 Where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 35.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this Clause taking effect, nothing in this Clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 35.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- 35.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 35.7 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- 35.8 The above variations shall take effect:
- 35.8.1 In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 1 February 2003.

35.8.2 In the case of employers who do not fall within sub-paragraph 35.1 above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on 1 May 2003.

35.8.3 For all other employers, from the beginning of the first pay period to commence on or after 1 August 2003.

36. Motor Vehicles

36.1 Use of Motor Vehicles

36.1.1 Where an employee drives a motor vehicle supplied by the employer, it is the employee's responsibility to operate and park the employer's motor vehicle in a legal manner. The driver of the vehicle will be responsible for the payment of any traffic infringements incurred.

36.1.2 If an employer's motor vehicle is involved in an infringement whereby the driver is not identified (eg speed or red light camera), it will be referred to the employee to whom the vehicle is assigned. For this reason no other person should be permitted to drive the vehicle. In the unavoidable event that another person be required to drive the vehicle, such use should be noted and is the responsibility of the individual to whom the vehicle is assigned.

36.1.3 No person other than an employee of the employer who holds a valid Australian Drivers' Licence shall be permitted to drive the employer's motor vehicle, without the express permission of the employer.

37. Overpayment Reimbursement to Employer

37.1 Overpayment Reimbursement to Employer

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

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

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

38. Training

38.1 Training

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

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

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

38.1.2.2 Where the employer directs employees to attend training or further education, employees will attend such training or further education either during ordinary working time and/or outside of ordinary working time and/or in addition to ordinary working time. The employer will pay all the costs of this training or

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

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

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	Relativity	Former Rate Per Week	SWC 2004 Safety Net Adjustment	Minimum Weekly Wage	Minimum Weekly Wage including 5% increase from 22 June, 2005 \$
Grade 1	80%	461.50	19.00	480.50	504.55
Grade 2	85%	482.65	19.00	501.65	526.75
Grade 3	90%	503.80	19.00	522.80	548.95
Grade 4	95%	524.95	19.00	543.95	571.15
Grade 5	100%	548.10	19.00	567.10	595.45
Grade 6	105%	569.25	19.00	588.25	617.65
Grade 7	115%	609.55	19.00	628.55	660.00
Grade 8	125%	651.85	19.00	670.85	704.40
Grade 9	130%	673.00	19.00	692.00	726.60
Grade 10	145%	736.50	19.00	755.50	793.30

Indentured Apprentices

	Former Rate Per Week	SWC 2004 Arbitrated Safety Net Adjustment	Total Per Week	Minimum Weekly Wage including 5% increase from 22 June, 2005 \$
	\$	\$	\$	\$
1 st year	196.10	6.85	202.95	213.10
2 nd year	266.15	9.30	275.45	289.20
3 rd year	384.40	13.45	397.85	417.75
4 th year	441.35	15.45	456.80	479.65

Trainee Apprentices

	Former Rate Per week	SWC 2004 Arbitrated Safety Net Adjustment	Total Per Week	Minimum Weekly Wage including 5% increase from 22 June, 2005
	\$	\$	\$	\$
1 st year	226.00	7.90	233.90	245.60
2 nd year	302.80	10.60	313.40	329.05
3 rd year	423.60	14.80	438.40	460.30
4 th year	464.70	16.25	480.95	505.00

Table 2 - Additional Margins

Item No.	Clause No.	Brief Description	Amount \$
1	3.3.1.1	Qualified Supervisor Certificate (Electrician)	28.75 per week
2	3.3.1.2	Certificate of Registration (Electrician)	15.50 per week
3	3.3.2	Leading Hand Allowance	38.85 per week
4	3.3.3	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	20.55 per week
5	3.3.4.1	Construction Work - Special Allowance	33.00 per week
6	3.3.5.1	Ship Repair Work - Tradespersons	11.50 per week
	3.3.5.2	All other labour	9.30 per week
7	3.3.6	Tradesperson and their assistants employed in large operating power houses	15.15 per week
8	3.5.1.2	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	20.55 per week
9	3.5.1.3	Apprentices engaged on ship repairs	11.50 per week
10	3.5.1.4	Apprentices engaged on construction work - Year of Apprenticeship	Per Week
		1 st year	20.15
		2 nd year	29.40
		3 rd year	38.00
		4 th year	45.05
11	3.5.2.2	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	20.55 per week
12	3.5.2.3	Trainee Apprentices engaged on ship repairs	11.50 per week
13	3.5.2.5	Trainee apprentices engaged on construction work- Year of Apprenticeship:	Per week
		1 st year	21.35
		2 nd year	32.75
		3 rd year	41.40
		4 th year	46.85
14	5.3.1	Tool Allowance	11.95 per week
14	5.7.1	Loss of Tools- maximum compensation	394.80
14	5.7.3	Employee liable to pay on each claim for compensation	The first \$64.10

Table 3 - Additional Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	15.1.1	Dirty Work Allowance	0.42 per hour
2	15.1.1.2.4	Ship Repair - Dirty Work Allowance	0.54 per hour
3	15.1.2	Confined Space Allowance	0.53 per hour
4	15.1.3	Insulation Material Allowance	0.54 per hour
5	15.1.4.1	Height Allowance - for each further 15 meters increase in height	0.46 per hour
	15.1.4.2	Working in bosun's chair or swinging scaffold at height of -15m -for each additional 15m	0.46 0.46
6	15.1.5.1	Wet Allowance	0.42 per hour
7	15.1.6.1	Hot Places Allowance	0.42 per hour
		- 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.54 per hour
8	15.1.7	Cold Places Allowance	0.42 per hour
9	15.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.13 per day
10	15.1.9	Toxic Substance Allowance Employees working in close proximity to employees so engaged with such substances	0.55 per hour
	15.1.9.4		0.46 per hour
11	15.1.10.1	Underground Work Allowance	9.72 per week
	15.1.10.5	Underground Work Allowance maximum 4 days or shifts per week	1.95 per day or shift
12	15.1.11.1	Submarine Allowance - for work inside hull	0.77 per hour
	15.1.11.2	For work in other compartments listed in 4.1.11.2	1.27 per hour
	15.1.11.3	For work inside "D", "O" and "R" tanks	1.51 per hour
13	15.1.2.4	Asbestos Allowance	1.52 per hour
14	15.1.13	Sewerage Ocean Outfall Plants Allowance	0.78 per hour
15	15.2.1.1	On construction work at the construction sites of Australian Iron and Steel Ltd and others- Compensation for disabilities experienced at these sites	40.16 per week
16	15.2.2	Corrective Establishment Allowance	1.14 per hour
17	16.4.3	5 storey levels up to and including 15 storey levels	38 cents per hour
		From 16 storey levels up to and including 30 storey levels	46 cents per hour
		From 31 storey levels up to and including 45 storey levels	70 cents per hour
		From 46 storey levels up to and including 60 storey levels	89 cents per hour
		From 61 storey levels and above	1.13cents per hour
18	17	Distant Places Allowance -	
	17.1	Central Section	0.94 per day
	17.2	Western Division	1.56 per day
	17.3	Snowy Mountains Section	1.56 per day
19	28.3	First-aid Allowance	2.16 per day

Table 4 - Expense Related Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4.3.3	Motor Vehicle allowance	0.64 per km
2	4.4.3.2.1	Daily average excess fares, construction work, etc, allowance	10.55 per day
3	4.4.3.2.2.2	Weekly average excess fares, construction work, etc., allowance	50.10 per week

4	7.1.1	Living Away From Home Allowance	479.20 per week
5	7.3.3.1	Camping Allowance	13.55 per day
6	19.8.1	Meal allowance	8.70 per day

APPENDIX A

WORKER CLASSIFICATION COMPARISON

WORKER CLASSIFICATIONS	PRE EXISTING CLASSIFICATIONS
Electrical Worker Grade 1	No pre-existing classification at this level
Electrical Worker Grade 2	Trades Assistant Lines Assistant
Electrical Worker Grade 3	Linesperson
Electrical Worker Grade 4	Linesperson Special Class
Electrical Worker Grade 5 Electrical Tradesperson Level 1 Electronic Serviceperson Level 1 Instrument Tradesperson Level 1 Refrigeration/ Air Conditioning Linesperson/Cable Jointer Level 1	Electrical Mechanic Electrical Fitter Radio Mechanic or Fitter Refrigeration and/or Air Conditioning Tradesperson Level Mechanic or Fitter Battery Fitter
Electrical Worker Grade 6 Electrical Tradesperson Level 2 Electronic Serviceperson Level 2 Instrument Tradesperson Level 2 Refrigeration/Air-Conditioning Tradesperson Level 2 Linesperson/Cable Jointer Level 2	Electrical Instrument Fitter Electrician in Charge of Plant having a capacity of less than 75KW
Electrical Worker Grade 7 Electrical Tradesperson Level 3 Electronic Serviceperson Level 3 Instrument Tradesperson Level 3 Refrigeration/Air-Conditioning Tradesperson Level 3 Linesperson/Cable Jointer Level 3	Electrician in Charge of Plant having a capacity of 75KW or more
Electrical Worker Grade 8 Advanced Electrical Tradesperson Level 1 Advanced Electronic Serviceperson Level 1 Advanced Instrument Tradesperson Level 1 Advanced Refrigeration/Air-Conditioning Tradesperson Level 1	Electronic Tradesperson
Electrical Worker Grade 9 Advanced Electrical Tradesperson Level 2 Advanced Electronic Serviceperson Level 2 Advanced Instrument Tradesperson Level 2 Advanced Refrigeration/Air-Conditioning Tradesperson Level 2	No pre-existing classification at this level

Electronic Worker Grade 10 Advanced Electrical Tradesperson Level 3 Advanced Electronic Serviceperson Level 3 Advanced Instrument Tradesperson Level 3 Advanced Refrigeration/Air-Conditioning Tradesperson Level 3	No pre-existing classification at this level
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F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, State Peak Council and another.

(Nos. IRC 3613 of 2001 and 1413 of 2003)

Before The Honourable Justice Wright, President
 Mr Deputy President Sams
 The Honourable Mr Justice Staff
 Commissioner Ritchie

7 February 2006

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

Clause No.	Subject Matter
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PART A

13	Allowances and Expenses
14	Annual Leave
2	Anti-Discrimination
34	Area, Incidence and Duration
1	Arrangement
22	Award Display
17	Bereavement Leave
5	Casual Employees
8	Classification Structure
23	Deduction of Union Membership Fees
3	Definitions
31	Dispute Avoidance and Grievance Procedure
26	Enterprise Consultative Mechanism
29	Exemptions
10	Hours of Work - Shift Workers
9	Hours of Work - Weekly Employees
19	Jury Service
24	Labour Flexibility
33	Other Legislation
12	Overtime
18	Parental Leave
6	Part-Time Employees
7	Payment of Wages
16	Personal/Carer's Leave
28	Redundancy
30	Salary Packaging
15	Sick Leave
32	Telephone Canvassers Other Than for the Sale of Goods
11	Sundays and Public Holidays
20	Superannuation
27	Termination of Engagement

4	Terms of Engagement
25	Training
21	Union Notice Board

PART B - MONETARY RATES

Table 1 - Adult Wages
Table 2 - Juniors Wages
Table 3 - Telephone Canvassers
Table 4 - Other Rates And Allowances

2. Anti-Discrimination

- 2.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 2.2 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.
- 2.3 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.
- 2.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 2.5 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.

3. Definitions

- 3.1 Union shall mean the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (United Services Union).
- 3.2 Trainee is an individual who is a signatory to a training agreement registered with the relevant NSW Training Authority and is involved in paid work and structured training, which may be on or off the job. A trainee can be full-time, part-time or school-based. Trainees are employed in accordance with the Training Wage (State) Award 2002.

4. Terms of Engagement

- 4.1 All employees shall be employed as weekly, casual or part-time employees.
- 4.2 An employer shall inform each employee as to the terms of his/her employment and, in particular, whether he/she is a weekly, part-time or casual employee, employed on day and/or shift work or a

combination thereof as provided for in Clause 9 - Hours of Work - Weekly employees and/or Clause 10 - Shiftwork.

5. Casual Employees

- 5.1 "Casual Employee" shall mean an employee who is engaged and paid as such.
- 5.2 Subject to this clause, the hours of work shall be those prescribed by Clause 9 - Hours of work or Clause 10 - Shift work.
- 5.3 Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees in the establishment, whichever is the lesser, plus 20 per cent.
- 5.4 Casual employees shall be entitled to a minimum payment of four hours' work at the appropriate rate.
- 5.5 Where overtime and shift loadings are payable as provided for in Clause 10 and Clause 12, these shall be paid in addition to the rate provided for in subclause 5.3.
- 5.6 Personal Carers Entitlement for Casual Employees
- (i) Subject to the evidentiary and notice requirements in Clauses 16.2.2 and 16.2.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 16.2.3 of Clause 16 who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 5.7 Bereavement Leave for Casual Employees
- (i) Subject to the evidentiary and notice requirements in Clause 17.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 16.2.3.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of an employer to engage or not engage a casual employee are otherwise not affected.

6. Part-Time Employees

- 6.1 A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly clerical employees employed by the employer, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- 6.2 Subject to this clause, the provisions of Clause 9 - Hours of Work or Clause 10 - Shift Work shall apply to part-time employees.

- 6.3 Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees, in the establishment whichever is the lesser.
- 6.4 The terms of this award shall apply pro rata to part-time employees.
- 6.5 Notwithstanding the provisions of this clause, the Union and an employer may agree, in writing, to observe other conditions in order to meet special cases.

7. Payment of Wages

- 7.1 Wages shall be paid weekly or fortnightly, in cash, by cheque or electronic funds transfer. Prior to its introduction the employer should discuss the implementation of fortnightly pay with the employees.
- 7.2 The minimum rates of wages per week for adult employees shall be as set out in Part B Table 1 - Monetary Rates.
- 7.3 The minimum rates of wages for junior employees shall be as set out in Part B - Monetary Rates - Table 2 - Juniors. Junior rates shall be calculated to the nearest five cents.
- 7.4 State Wage Case Adjustment

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

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

8. Classification Structure - Clerical and Administrative Employees Only

NOTE: For the classification and conditions relating to Telephone Canvassers (other than for the sale of goods) see Clause 32.

All adult employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses 8.1.1, 8.2.1, 8.3.1, 8.4.1 or 8.5.1 of this clause.

8.1 Grade 1

8.1.1 A Grade 1 position is described as follows

- (i) The employee may work under direct supervision with regular checking of progress.
- (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

8.1.2 Indicative tasks of a Grade 1 position are:

Unit	Element
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

8.2 Grade 2

8.2.1 A Grade 2 position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.
- (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

8.2.2 Indicative tasks of a Grade 2 position are:

Unit	Element
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post Journals to ledger

8.3 Grade 3

8.3.1 A Grade 3 position is described as follows:

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

8.3.2 Indicative tasks of a Grade 3 position are:

Unit	Element
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow-up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

8.4 Grade 4

8.4.1 A Grade 4 position is described as follows:

- (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

- (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

8.4.2 Indicative tasks of a Grade 4 position are:

Unit	Element
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various set-ups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

8.5 Grade 5

8.5.1 A Grade 5 position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management and evaluation of the work of others.
- (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

8.5.2 Indicative tasks of a Grade 5 position are:

Unit	Element
Information Handling	Implement new/improved system Update incoming publications Circulate publications

	Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

8.6 List of Employees Graded

An employer shall keep a list of employees and the grade in which they are employed pursuant to 4.1, and each employee shall be notified in writing within 14 days of appointment to that and subsequent graded positions.

9. Hours of Work - Weekly Employees

9.1 Subject to paragraph 9.2 the ordinary hours of work exclusive of meal hours shall not exceed an average of 38 hours per week and except as provided in Clause 10 - Shift Work, shall be worked between the hours of 6:00am and 7:00pm, Monday to Friday inclusive, and between the hours of 6:00am and 12:00 noon on a Saturday and shall be worked in one of the following ways:

- (i) on 19 days over a 4-week cycle; or
- (ii) on 10 days over a 2-week cycle; or
- (iii) on 5 days in any week; or
- (iv) on 5 and one-half days in any week; or
- (v) where the employer and employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this subclause, may accumulate to a maximum of 5 days. These accumulated days may be taken at any time mutually agreed between the employer and employee and shall be taken within six months of accrual.

Notwithstanding any other provision of this award the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but no more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

9.2 An employer shall adopt working hours other than a 5½ day week in any case in which the ordinary week's work of 38 hours can be performed as aforesaid without:

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;

- (iii) reducing the efficiency of production; or
- (iv) reducing the efficiency of the necessary services

and provided that a majority of the employees in such establishment desire to work their ordinary hours in other than five and a half days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in other than 5½ days without detriment, loss or reduction as aforesaid shall be determined by the Industrial Relations Commission of New South Wales or the Clerks (State) Conciliation Committee upon application made by or on behalf of the employees. Upon such an application, proof of such detriment, loss or reduction as aforesaid shall be upon the employer.

It is a condition of the allowing of a 19 day/4 week cycle, a 10 day/2 week cycle or a 5 day week that, if required, employees shall comply with the reasonable and lawful orders of the employer as to working overtime including working of overtime on Saturday.

- 9.3 Where a 19 day/4 week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday inclusive, between the hours of 6:00am and 7:00pm.
- 9.4 Where a 10 day/2 week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday, on 9 days of the cycle and 4 hours on any one day of the cycle, between the hours of 6:00am and 7:00pm.
- 9.5 Where a 5 day week is worked the ordinary hours of work shall be worked between the hours of 6:00am and 7:00pm, Monday to Friday inclusive, such that either:
- (i) the ordinary hours of work on 4 days of any one week shall not exceed 8 hours and on one day of the week shall not exceed 6 hours; or
 - (ii) the ordinary hours of work on each day of the week shall not exceed 7 hours and 36 minutes.
- 9.6 Where a 5½ day week is worked the ordinary hours of work shall be worked so that they shall not exceed 6 hours and 48 minutes per day, Monday to Friday inclusive, and 4 hours on Saturday.
- 9.7 The starting time when once fixed in accordance with this subclause shall not be altered without seven days' notice being given by the employer to the employees. However, in an emergency, an employer and an employee may agree to change such employee's commencing and ceasing times with less than seven days' notice; provided that the employee shall be entitled to have the union delegate present when such matters are discussed.
- 9.8 Meal Breaks
- 9.8.1 Employees whose ordinary working hours fall between 6.00 a.m. and 7.00 p.m. Monday to Sunday inclusive shall be allowed a meal break of not less than thirty minutes nor more than one hour between the hours of 11.00 a.m. and 2.30p.m.
- 9.8.2 Provided that for ordinary time worked between 6.00am and 6.00pm Saturday or Sunday, an employer and employee may agree to observe the twenty minute paid meal break provided for in clause 10.3.8 of this award in lieu of the unpaid meal break provided for in clause 9.8.1 above.
- 9.8.3 An employee shall not be required to work more than five hours without a break for a meal, except in the following circumstances where up to six hours may be worked without a break for a meal:
- (i) Where employees are working in accordance with subclause 9.5(i); or
 - (ii) where a casual employee or a part-time employee is engaged to work no more than six hours in any one day.

- 9.8.4 The employer and employee may, by mutual agreement, alter the commencing time of the lunch break.
- 9.9 Saturday Loadings
- 9.9.1 For each Saturday a weekly employee works ordinary hours of work as part of a 5 ½ day week as provided in clause 9.1(iv), he/she shall be paid the amounts set out in Item 1 of Table 4 - Other Rates and Allowances, of Part B, Monetary Rates, by way of a fixed loading in addition to the appropriate pay.
- 9.9.2 Such amounts shall not be taken into consideration in calculating any payments for overtime or public holidays or for any periods of long service leave or sick leave.
- 9.10 6pm to 7pm Loading
- 9.10.1 Where an employee is rostered to work between 6pm and 7pm, she/he shall be paid an additional loading of 17% of the appropriate hourly rate of pay for the hour worked.
- 9.10.2 Such amounts shall not be taken into consideration in calculating any additional payments for overtime or public holidays or for any periods of long service leave or sick leave.

10. Hours of Work - Shift Workers

10.1 Definitions

An employee who works day work may also perform shift work or a combination of day and shift work.

- 10.1.1 A "shift worker" means an employee whose ordinary hours of work include any of the shifts defined in paragraph 10.2.
- 10.1.2 "Seven-day shift worker" means an employee who is rostered to work regularly on Sundays and public holidays.

10.2 Shifts

- 10.2.1 "Afternoon shift" means any shift finishing after 7:00pm and at or before 11:00pm provided that where the majority of employees in an establishment finish afternoon shift at a later time, up to 12 midnight, clerical employees may be required to work the same hours.
- 10.2.2 "Night shift" means any shift starting at or after 11:00pm and at or before 5:00am or finishing subsequent to 11:00pm and at or before 6:00am.
- 10.2.3 "Permanent night shift" means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.
- 10.2.4 "Early Morning shift" applies to an employee whose ordinary hours on a regular shift commence between 5:00am and 6:00am except where such a shift is part of a shift system and preceding an afternoon shift finishing at 11:00pm.
- 10.2.5 "Saturday shift" means all ordinary time worked on a Saturday in accordance with the defined shifts in clauses 10.2.1 to 10.2.4 above, or between the hours of 6.00am and 6.00pm, except that worked between 6am and noon by a weekly employee in accordance with Clause 9.1(iv).
- 10.2.6 "Sunday shift" means all ordinary time worked on a Sunday in accordance with the defined shifts in clauses 10.2.1 to 10.2.4 above, or between the hours of 6.00am and 6.00pm.

10.3 Hours, Shift Allowances, Special Rates, Meal Interval

10.3.1 Notwithstanding any other provisions of this award and subject to the provisions of subclause 10.1, an employee may be employed upon shifts, in which case the ordinary hours shall not exceed eight in any consecutive twenty-four; or forty per week; or eighty in fourteen consecutive days; or one hundred and fifty-two in any twenty-eight consecutive days.

Provided that the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but not more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned. In addition the arrangement shall average 38 hours per week over the shift cycle.

10.3.2 Times of beginning and ending the shift of any employee may in any case be varied by agreement between the employer and the employee or in the absence of agreement may be varied by at least one week's notice given by the employer to the employee.

10.3.3 A shift worker employed on shift shall for work done during the ordinary hours of any such shift be paid ordinary rates prescribed by Clause 7 - Payment of Wages, plus the following additional percentage of the graded rate of pay applicable .

Afternoon shift	at the rate of 17 per cent
Night shift	at the rate of 20 per cent
Permanent night shift	at the rate of 26 per cent
Early morning shift	at the rate of 10 per cent

Allowances in accordance with this clause shall be calculated in multiples of 10 cents, amounts of less than 5 cents being taken to the lower multiple and amounts of 5 cents or more being taken to the higher multiple.

10.3.4 Juniors - Junior employees working Shift Work shall be paid as follows:

- (i) A junior who is equivalent to Grade 3 or higher, shall be paid the additional percentage of the Grade 3, Adult Rate.
- (ii) All other junior employees shall be paid the additional percentage of the Grade 1, Adult Rate.

10.3.5 A shift worker whose rostered day off coincides with a public holiday shall be paid a day's pay additional to his/her weekly wage, or have a day added to his/her annual leave.

10.3.6 A shift worker whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day shall be paid:

Saturday	time and one-half
Sunday	time and three-quarters
Holidays	double time and one-half

10.3.7 Where ordinary shift hours commenced between 11:00pm and midnight on a Sunday or holiday, the ordinary time worked before midnight shall not entitle the shift worker to the Sunday or holiday rate. Provided that the ordinary time worked by a shift worker 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 ordinary time worked on such Sunday or holiday.

10.3.8 At least twenty minutes shall be allowed to a night shift, afternoon shift or early morning shift worker for a meal during each shift before the expiration of five hours. Such meal break shall be counted as time worked.

10.4 Overtime

10.4.1 All time worked by a shift worker in excess of the hours provided in 10.3.1 shall be paid time and one-half for the first two hours and double time thereafter. In computing overtime, each day shall stand-alone.

10.4.2 A shift worker required to work overtime in excess of one hour on any shift shall be paid meal money, as set in Item 2 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates. If overtime exceeds five hours on any shift a further meal allowance of the same amount shall be paid.

10.5 Work on a Rostered Day Off

10.5.1 An employee required to work on a rostered day off shall be paid the rate prescribed in subclause 10.4 except for time worked on Sundays, which shall be paid for at the rate of double time and time worked on public holidays, which shall be paid for at the rate of double time and one-half.

10.5.2 Where work is performed as prescribed in paragraph 10.4.1 on a Sunday or a holiday, such employee shall be paid a minimum of four hours at the appropriate rate.

10.6 Special Rates Not Cumulative

10.6.1 The penalties herein prescribed are in substitution for and not cumulative upon the shift allowances prescribed in 10.3.

10.7 Casual and Part-Time Shift Workers

10.7.1 Casual and part-time shift workers shall receive the allowances prescribed in paragraph 10.3.3 and 10.3.6.

10.8 Restrictions on Shift Work

10.8.1 No employee under 18 years of age shall be employed on night, afternoon or early morning shifts.

10.8.2 Employees under 21 years of age shall not be employed on the night shift, except employees not younger than 19 years of age whilst working on a training programme. The restriction on night shift shall not apply in these cases.

11. Sundays and Public Holidays

11.1 New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to subclause 11.2, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.

11.2 In addition to the holidays specified in 11.1, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.

11.3 Any dispute concerning the day on which an additional holiday is to be taken by an employee may be referred to the Industrial Committee.

11.4 No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays, referred to in 11.1 of this clause, fall.

- 11.5 For work done on any of the holidays, referred to in subclause 11.1 of this clause, an employee shall be paid double time and one-half and shall be paid for a minimum of four hours' work.
- 11.6 For overtime performed on a Sunday an employee shall be paid double time with a minimum payment of four hours.
- 11.7 Where an employee is absent on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

12. Overtime

- 12.1 All time worked outside the ordinary hours of work prescribed by Clause 9 or 10 of this award, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime at the rate of double time shall be paid for all time worked after 12:00 noon on a Saturday. In calculating overtime each day's work shall stand alone.
- 12.2 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 of successive days. An employee, other than a casual 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 ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 12.3 Notwithstanding anything contained in Clause 9 - Hours, and subclause 12.1, employees whose fixed hours of employment are less than thirty-eight hours per week, may be worked without the payment of overtime up to two hours after the fixed finishing time on any one day, on not more than four days in any calendar month, or eight days in any two consecutive calendar months; provided that, in any case, an employee shall not be required to work more than nine hours in any one day nor more than thirty-eight hours in any one week without the payment of overtime provided further that such nine hours shall be worked between 6:00am and 7:00pm Monday to Friday, inclusive.
- 12.4 In computing overtime any portion of an hour of less than thirty minutes shall be reckoned as thirty minutes and any portion in excess of thirty minutes shall be reckoned as one hour.
- 12.5 Reasonable Overtime
- 12.5.1 Subject to Clause 12.5.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 12.5.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 12.5.3 For the purposes of Clause 12.5.2 what is unreasonable or otherwise will be determined having regard to:
- (i) Any risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family and carer responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

- (v) Any other relevant matter.

12.6. Time Off in Lieu of Payment for Overtime

12.6.1 An employee may elect, with 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 months of this election.

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

12.6.3 If, having elected to take time off as leave in accordance with subclause 12.6.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

12.6.4 Where no election is made in accordance with subclause 12.6.1 the employee shall be paid overtime rates in accordance with the award.

13. Allowances and Expenses:

13.1 Meal Allowance

An employee working overtime shall be paid a meal allowance as set out in Table 4 - Other Rates and Allowances of Part B - Monetary Rates in any of the following circumstances:

Employees other than shift workers:

When required to work beyond 7:00pm.

If overtime continues beyond 10:00pm - a further allowance.

Shift workers:

When required to work overtime in excess of one hour on any shift

If overtime exceeds five hours on any shift - a further allowance.

Where the union agrees, an employer may supply employees with a suitable meal in which case the allowance shall not be payable.

13.2 Higher Duties

An employee, when required to perform any of the duties in a classification higher than their usual classification in the absence of the employee normally exercising such duties or when required to perform such duties on a temporary basis, shall be paid at least the rate which would be applicable if such duties were performed on a permanent basis; provided that this clause shall not apply when the time period is less than one day.

13.3 Finishing At Night

When an employee, working overtime, finishes work at a time when the usual means of transport are not available, then the employer shall:

- (i) provide transport or shall pay the employee at his/her ordinary rate for the time taken to reach home; or
- (ii) pay the employee any additional expense incurred in reaching his/her home by reasonable means of transport.

13.4 Travelling Expenses

13.4.1 An employee who, in the course of his/her duty, is required to go to any place away from their usual place of employment, shall be paid all reasonable expenses actually incurred.

13.4.2 When an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.

13.5 Car Allowance

Any employee required to provide a car shall be paid the weekly allowances as set out in Table 4 - Other Rates and Allowances of Part B - Monetary Rates.

Where an employee is required to use his/her car by his/her employer on a casual or incidental basis, he/she shall be paid the allowance as set out in Item 5 of Table 4 of Part B - Monetary Rates per kilometre travelled, during such use.

If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

13.6 Uniforms

Where an employee is required or encouraged by the employer to wear a distinctive uniform, coat, overall or dress, this shall be supplied by the employer, free of charge, to the employee. Where the nature of the work performed by the employee requires the provision of protective clothing this shall be supplied by the employer, free of charge, to the employee. Such uniform or other clothing shall remain the property of the employer and thereof shall be returned to the employer in the event of the termination of the employment.

13.7 First-Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body shall be paid a weekly allowance as set out in Item 6 of Table 4 - Other Rates and Allowances of Part B - Monetary Rates if the employee is appointed by an employer to perform first-aid duty.

14. Annual Leave

14.1 Entitlement:

14.1.1 Employees other than seven-day shift workers: See Annual Holidays Act 1944 ("the Act").

14.1.2 In addition to the leave provided for by subclause 14.1.1, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

14.2 Annual Leave Loading

14.2.1 Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this clause.

(NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see 14.2.4.)

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

14.2.3 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.

(NOTE: See 14.2.5 as to holidays taken wholly or partly in advance.)

14.2.4 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 14.4 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, but shall not include the amount prescribed in 9.9.1 of this award, or any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.

14.2.5 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such 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 14.2.4 applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.

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

- (i) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with 14.2.4;
- (i) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.

14.2.7

- (i) Where the employment of an employee is terminated by the employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with 14.2.3 for the period not taken.
- (ii) Except as provided in 14.2.7(i), no loading is payable on the termination of an employee's employment.

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

15. Sick Leave

- 15.1 This clause shall not apply to employees covered by the Clerical and Administrative Employees (Catholic Family Leave) (State) Award.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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 15.2 shall not be reduced as a consequence of the operation of this paragraph.)
- 15.6 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.
- 15.7 An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to worker's 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 for each week during which such difference is paid be proportionately reduced.
- 15.8 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.
- 15.9 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.
- 15.10 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.
- 15.11 If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

16. Personal/Carer's Leave

- 16.1 This clause shall not apply to employees covered by the Clerical and Administrative Employees (Catholic Family Leave) (State) Award.

16.2 Use of Sick Leave

16.2.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in 16.2.3(ii) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 15 of the award, for absences to provide care support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

16.2.2 The employee shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee

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

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

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

16.2.4 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.

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

Where the parties are unable to reach agreement the disputes procedure at Clause 42 should be followed.

16.3 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 16.2.3(ii) above who is ill or who requires care due to unexpected emergency.

16.4 Annual Leave

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

16.4.2 Access to annual leave as prescribed in 16.4.1 shall be exclusive of any shutdown period provided for elsewhere under this award.

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

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

16.5 Make-Up Time

16.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during 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.

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

16.6 Rostered Days Off

16.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

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

16.6.3 Where the employer and employee agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between the employer and the employee.

16.6.4 This subclause is subject to the employer informing the union if it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

17. Bereavement Leave

17.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in 16.2.3(ii). Where the death of a person as prescribed by 16.2.3(ii) occurs outside Australia the employee shall be

entitled to two days bereavement leave where such employee travels outside Australia to attend the funeral.

- 17.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- 17.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in 16.2.3(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 17.4 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.
- 17.5 Bereavement leave may be taken in conjunction with other leave available under Clause 16. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

18. Parental Leave

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

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

18.3 Right to Request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under 18.3.1(ii) and (iii) must be recorded in writing.

18.3.4 Request to return to work part-time

Where an employee wishes to make a request under 18.3.1(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

18.4 Communication During Parental Leave

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

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

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

18.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with Clause 18.4.1.

19. Jury Service

- 19.1 An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 19.2 An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

20. Superannuation

- 20.1 Superannuation Legislation The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 20.2 Subject to the requirements of this legislation, superannuation contributions must be made to:
 - (i) CARE (Clerical Administrative and Retail Employees Superannuation Plan); or
 - (ii) ASSET (Australian Superannuation Savings Employment Trust); or
 - (iii) any industry or multi-employer superannuation fund which has application to the employees in the main business of the employer where employees covered by this award are a minority of award covered employees, provided that such fund complies with the Occupational Superannuation Guidelines and has joint employer/union management such as A.R.F. (Australian Retirement Fund), L.I.S.T. (Law Industry Superannuation Trust), M.T.A.A.I.S.F. (Motor Traders' Association of Australia Industry Superannuation Fund), P.I.S.F. (Printing Industry

Superannuation Fund), R.E.S.T. (Retail Employees Superannuation Trust), S.T.A. (Superannuation Trust of Australia) and T.I.S.S. (Timber Industry Superannuation Scheme); or

- (iv) any superannuation fund which has application to the employees in the main business of the employer, pursuant to a superannuation arrangement approved by an industrial tribunal prior to 18 July 1989, and where employees covered by this award are a minority of award covered employees. Where freedom of choice is provided for in such arrangement the principle of that provision shall apply and wherever practicable CARE shall be included in such choice; or
- (v) any superannuation fund which improves or provides superannuation to employees covered by this clause provided that the employer commenced contributions to such fund prior to 14th February, 1992; or
- (vi) such other funds that comply with the requirements of this legislation; or
- (vii) any other approved occupational superannuation fund to which an employer or employee who is a member of the religious fellowship known as The Brethren elects to contribute.

21. Union Notice Board

- 21.1 Each employer shall permit the union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the employer.

22. Award Display

- 22.1 A copy of this award shall be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996*.

23. Deduction of Union Membership Fees

- 23.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (i) the employee has authorised the employer to make such deductions in accordance with this clause;
 - (ii) 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.
 - (iii) 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
 - (iv) there shall be no requirement to make deductions for casual employees with less than two (2) months' service (continuous or otherwise).
- 23.2 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.
- 23.3 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 the employee's membership account, provided that:
- (i) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to 5 per cent of the money deducted; and

- (ii) 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.
- 23.4 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.
- 23.5 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 month's notice of any such change.
- 23.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 23.7 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 Union's rules, 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.

24. Labour Flexibility

- 24.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and an employee to allow the employee to perform any work in an enterprise within the scope of his/her skills and competence.
- 24.2 Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- 24.3 Notwithstanding the provisions of 24.2, employees shall perform a wider range of duties including work, which is incidental or peripheral to their main tasks or functions.
- 24.4 Employees shall perform such work as is reasonable and lawfully required of them by the employer, including accepting instruction from authorised personnel.
- 24.5 Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the award.
- 24.6 Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- 24.7 Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this Award provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- 24.8 Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery: Provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- 24.9 Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times: Provided that appropriate consultation between employer and employees has taken place.

25. Training

- 25.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
- (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills required.
- 25.2 Following consultation with employees an employer should develop a training programme consistent with:
- (i) the current and future skill needs of the plant or enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise through courses conducted on-the-job or by accredited institutions and providers.
- 25.3 In developing a training programme the employer should:
- (i) disseminate information on the training program and the availability of training courses and career opportunities to employees;
 - (ii) monitor and advise on the on-going effectiveness of the training;
 - (iii) make suggestions on the specific training needs.
- 25.4 If training is undertaken at the employer's request during ordinary working hours the employee concerned shall not suffer any loss of ordinary pay.
- 25.5 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- 25.6 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- 25.7 Employees should undertake such training and retraining as required by the employer.

26. Enterprise Consultative Mechanism

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

27. Termination of Engagement

- 27.1 The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.

- 27.2 An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee. It shall be the property of the employee and shall be returned to him/her unnoted by a subsequent employer within seven days of the engagement.
- 27.3 On termination the employer shall pay all monies due to the employee. Such monies shall be paid during the employee's working hours on the day of termination by cash, cheque or Electronic Funds Transfer 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.
- 27.4 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.

28. Redundancy

28.1 Application

- 28.1.1 This clause shall apply in respect of full-time and part-time employees.
- 28.1.2 This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 28.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 28.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, 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.

28.2 Introduction of Change

28.2.1 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 employee 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 this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

28.2.2 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 clause.
- (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.

28.3 Redundancy

28.3.1 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 28.2.1(1), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (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 28.3.1(1) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (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.

28.4 Termination of Employment

28.4.1 Notice for changes in production, programme, organisation or structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with 28.3.1(1):

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

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

- (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.

28.4.2 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 28.3.1(1):

- (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.

28.4.3 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.

28.4.4 Employee leaving during the notice period

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

28.4.5 Statement of employment

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

28.4.6 Notice to Centrelink

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

28.4.7 Centrelink Separation Certificate

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

28.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the 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.

28.5 Severance Pay

28.5.1 Where an employee is to be terminated pursuant to subclause 28.4 of this award, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (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.

28.5.2 Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 28.5.1.

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 28.5.1 will have on the employer.

28.5.3 Alternative employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 28.5.1 if the employer obtains acceptable alternative employment for an employee.

28.6 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.

29. Exemptions

29.1 Except as to the provisions of:

Clause 2 - Anti Discrimination

subclauses 11.1, 11.2, 11.4 and 11.5, Sundays and Public Holidays,

Clause 14 - Annual Leave,

Clause 33 - Other Legislation,

Clause 15 - Sick Leave,

subclauses 16.1, 16.2, 16.3 and 16.4, Personal/Carer's Leave

Clause 17 - Bereavement Leave

Clause 19 - Jury Service

Clause 20 - Superannuation

Clause 28 - Redundancy

Clause 30 - Salary Packaging,

this award shall not apply to employees employed by the week who are in receipt of a weekly wage in excess of 15% above the rate set out in Table 1 - Wages of Part B, Monetary Rates for the highest grade in this award; provided that the wage is not inclusive of overtime payments and/or shift allowances due to the employee under this award.

29.2 The exemption rate shall be calculated in multiples of one dollar, amounts of less than 50 cents being taken to the lower multiple and amounts of 50 cents or more being taken to the higher multiple.

30. Salary Packaging

30.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.

30.2 Salary packaging shall mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

30.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:

- (i) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
- (ii) the employee will be given the opportunity by the employer to seek independent advice including advice from the union prior to entering into any salary packaging agreement;

- (iii) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
- (iv) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (v) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
- (vi) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (a) The ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (b) The applicable rate specified in Table 1 - Wages of Part B - Monetary Rates of this Award;
- (vii) notwithstanding any of the above arrangements, the employer of employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (viii) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 14.2 - Annual Leave Loadings, will be based on the ordinary time rate of pay that the employee would have received in the absence of the salary packaging arrangement;
- (ix) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

31. Dispute Avoidance and Grievance Procedure

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

31.1 Procedure relating to grievance of an individual employee

- 31.1.1 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.
- 31.1.2 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.
- 31.1.3 Reasonable time limits must be allowed for discussion at each level of authority. Initial discussions should be held within two working days wherever possible.
- 31.1.4 At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 31.1.5 While a procedure is being followed, normal work must continue.
- 31.1.6 The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by the Union for the purpose of each procedure.

31.1.7 if the dispute relates to issues of training in relation to a trainee then the matter may be referred to the NSW Commissioner for Vocational Training in accordance with the *Apprenticeship and Training Act 2001*.

31.2 Procedure for a Dispute Between an Employer and the Employees

31.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

31.2.2 Reasonable time levels must be allowed for discussion at each level of authority. Initial discussions should be held within two working days wherever possible.

31.2.3 While a procedure is being followed, normal work must continue.

31.2.4 The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by the Union for the purpose of each procedure.

31.2.5 Subject to the *Industrial Relations Act 1996*, in the event that a dispute cannot be settled by the above procedures, the Commission may be notified of an industrial dispute for the purpose of resolving the dispute.

32. Telephone Canvassers (Other Than for the Sale of Goods)

32.1 This clause shall apply to telephone canvassers (other than for the sale of goods).

32.2 Full-Time Telephone Canvassers

32.2.1 A full-time telephone canvasser is a telephone canvasser who works 38 hours per week.

32.2.2 The minimum rates of wages per week for full-time telephone canvassers shall be as set out in of Table 3 - Wages of Part B - Monetary Rates.

32.3 Part-Time Telephone Canvassers

32.3.1 A part-time telephone canvasser is a telephone canvasser who works a fewer number of hours than constitutes full-time work under this clause. Part-time employment may be limited to a specified period or periods of part-time employment, but need not be so limited.

32.3.2 A part-time telephone canvasser shall be paid at an hourly rate as set out in (iv) of Table 1 - Wages of Part B - Monetary Rates, equal to the appropriate weekly rate of pay for a full-time telephone canvasser divided by 38.

32.4 Casual Telephone Canvassers

32.4.1 A casual telephone canvasser is a telephone canvasser who is engaged and paid as such.

32.4.2 A casual telephone canvasser shall be paid an hourly rate as set out in Table 3 - Wages of Part B - Monetary Rates, equal to the appropriate weekly rate of pay for a full-time telephone canvasser divided by 38 plus 20% loading. This loading compensates casual telephone canvassers for entitlements and benefits otherwise available to full-time employees, including sick leave, annual leave, personal/carers leave, etc.

To be clear, this loading is inclusive of the 1/12th annual leave payment arising under the *Annual Holidays Act 1944* (NSW) which would otherwise be payable to casual employees.

32.5 Commission Payments

32.5.1 This clause applies to full-time, part-time and casual telephone canvassers.

- 32.5.2 Commission payments may be made to a telephone canvasser in addition to the base weekly or hourly rates set out in Table 3 - Wages of Part B - Monetary Rates.
- 32.5.3 A telephone canvasser shall not be remunerated solely by way of commission, nor shall commission payments be offset against any other statutory or award entitlements.
- 32.6 Hours of Work
- 32.6.1 The ordinary span of hours of work for a telephone canvasser shall be between 8:30am to 8:30pm Monday to Friday and 8:30am to 2:30pm on Saturday.
- 32.6.2 The ordinary hours of work for a telephone canvasser shall not exceed 8 hours on any day, nor exceed 38 hours in any one week.
- 32.6.3 Where a telephone canvasser works ordinary hours, a minimum start of 2½ hours shall apply.
- 32.6.4 All time worked in excess of the ordinary hours of work prescribed by 32.6.1 and 32.6.2 shall be overtime and paid at the rate of time and one half for the first two hours and double time thereafter.
- 32.7 Part A of this award shall not apply to telephone canvassers with the exception of the following clauses:
- Clause 2 - Anti-Discrimination
 - Clause 4 - Terms of Engagement
 - Clause 7 - Payment of Wages
 - Clause 9.8.2 and 9.8.3 - Meal Break
 - Clause 11.1, 11.2 11.4 and 11.5 - Sundays and Holidays
 - Clause 13 - except 13.1 - Allowances
 - Clause 14 - Annual Leave
 - Clause 15 - Sick Leave
 - Clause 16.1, 16.2 and 16.3 - Personal/Carer's Leave
 - Clause 17 - Bereavement Leave
 - Clause 19 - Jury Service
 - Clause 20 - Superannuation
 - Clause 21 - Award Display
 - Clause 22 - Notice Board
 - Clause 23 - Deduction of Union Membership Fees
 - Clause 24 - Labour Flexibility
 - Clause 25 - Training
 - Clause 26 - Enterprise Consultative Mechanism

Clause 27 - Termination of Engagement

Clause 28 - Redundancy

Clause 30 - Salary Packaging

Clause 31 - Dispute Avoidance Procedure

Clause 34 - Area, Incidence and Duration

Clause 33 - Other Legislation

32.8 Savings Clause

Nothing in this award shall act to, on balance, reduce the overall wages and conditions of telephone canvassers currently being paid or observed as a result of the award.

33. Other Legislation:

33.1 Long Service Leave - See *Long Service Leave Act 1955*

33.2 Right of Entry - See *Industrial Relations Act 1996*

33.3 Workers Compensation - See *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998*

33.4 Parental Leave - See Clause 18, in addition to *Industrial Relations Act 1996*

33.5 Occupational Health and Safety - See *Occupational Health and Safety Act 2000*

33.6 Record Keeping - See *Industrial Relations (General) Regulation 2001*

34. Area, Incidence and Duration

34.1 This award shall apply in respect of all persons employed in any clerical capacity whatsoever and without limiting the generality of the foregoing shall include telephonists, receptionists, cashiers, messengers, copy boys, telephone canvassers (other than for the sale of goods), persons employed on machines designed to perform or to assist in performing any clerical work whatsoever and all classes of employees engaged in any clerical capacity in or in connection with payroll preparation, cash handling and processing in the state of New South Wales excluding the County of Yancowinna, within the jurisdiction of the Clerical and Administrative Employees (State) Industrial Committee, excepting employees covered by industry or employer specific awards .

34.2 This award rescinds and replaces the Clerical and Administrative Employees (State) Award, published 14 February 1997 (296 I.G. 619), and all variations thereof. This award shall take effect from the first full pay period commencing on or after 30 January 2006 and shall remain in force for a period of 12 months.

34.3 The provisions of Clauses 27 and 28 of this award shall apply in respect of employees otherwise covered by the Mirror and Telegraph Publications Clerical Award 2000 and the Clerical and Administrative Employees (John Fairfax Publications) Award 2000.

34.4 Savings - Hours of Work

34.4.1 Shift workers employed on or before 30 January 2006 who were entitled to receive an afternoon shift loading shall continue to be entitled to receive the shift loading on all time worked on an afternoon shift or during a period which would have been part of an afternoon shift under the previous award.

34.4.2 Employees employed on or before 30 January 2006 in receipt of overtime, or any other additional allowance or payment for working hours on weekends as part of a regular pattern of hours, shall not suffer a reduction in pay as a result of the introduction of this Award. This savings provision shall remain in force until 31 December 2006.

34.4.3 28 days notice is required if the regular pattern of hours of a weekly employee employed on or before 30 January 2006 is to be changed by their employer to include work on a Saturday and/or Sunday as part of their regular pattern of hours.

PART B

MONETARY RATES

Table 1 - Adult Wages

The following minimum rates of wages shall take effect from 12 July 2005:

Grade	Weekly Rate \$
1	523.60
2	544.50
3	578.20
4	619.90
5	680.50

Table 2 - Junior Wages

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

(a) Equivalent to Grade 3 or above:

Age	Weekly Rate \$
At 17 years of age	275.05
At 18 years of age	339.85
At 19 years of age	388.45
At 20 years of age	458.60

(b) All other junior employees:

Age	Weekly Rate \$
At 17 years of age	206.45
At 17 years of age	258.45
At 18 years of age	316.80
At 19 years of age	359.20
At 20 years of age	422.70

Table 3 - Telephone Canvassers (Other Than for the Sale of Goods)

Classification	Weekly Rate Full-Time \$	Hourly Rate Part-Time (weekly rate divided by 38) \$	Hourly Rate Casual (weekly rate divided by 38 plus 20% loading - includes 1/12 th holiday pay) \$
Telephone Canvasser	501.10	13.20	\$15.85

Table 4 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9.9.1	Saturday Loadings: Adults Employees under 21 years of age	14.95 per week 10.10 per week
2	10.3.2	Meal Money (Shift Work)	10.85
3	13.1	Meal Allowance (Overtime)	10.85
4	13.5	Own Car Allowance: For a vehicle 1,500 cc and under For a vehicle over 1,500 cc	83.35 per week 103.05 per week
5	13.5	Own Car Allowance: For use on a casual or incidental basis	0.57 per km
6	13.7	First-Aid Allowance	8.90 per week

F. L. WRIGHT *J, President.*
P. J. SAMS *D.P.*
C. G. Staff *J.*
D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1367)

SERIAL C4257**COUNTRY ENERGY ENTERPRISE AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4796 of 2005)

Before The Honourable Mr Deputy President Harrison

5 October 2005

AWARD

Clause No.	Subject Matter
1.	Coverage And Parties
2.	Objectives
3.	Policies And Procedures
4.	Future Negotiations
5.	Definitions
6.	Safety
7.	Anti-Discrimination
8.	Enterprise Agreements
9.	Consultation
10.	Consultative Committee Framework
11.	Classification And Rates Of Pay
12.	Appointments And Gradings
13.	Terms Of Employment
14.	Types Of Employment
15.	Performing Alternative Work
16.	Payment
17.	Hours Of Work
18.	Shiftwork
19.	Overtime
20.	On Call
21.	Meal Times And Allowances
22.	Travelling Time And Fares
23.	Annual Leave
24.	Award Holidays
25.	Sick Leave
26.	Personal Carer's Leave
27.	Long Service Leave
28.	Jury Service Leave
29.	Parental Leave
30.	Bereavement Leave
31.	Union Training Leave
32.	Accident Leave
33.	Grievance Resolution Procedure
34.	Outsourcing
35.	Wet Weather
36.	Tools
37.	Private Motor Vehicle - Allowances
38.	First Aid Allowance
39.	Leading Hand Allowance
40.	Aircraft Allowance
41.	Isolation & Climatic Allowances
42.	Explosives Allowance

43. Telephone Allowance
44. Drivers' Licence
45. Training Allowance
46. Movement Of Allowances
47. Date And Period Of Operation
48. Calculation Of Service
49. Working Away From Home
50. Salary Sacrifice
51. Superannuation
52. Salary Maintenance
53. Workplace Flexibility
54. Clothing
55. Union Delegates' Rights
56. Supply Of Residence
57. Leave Reserved

Appendix 1A - Unused Accrued Sick Leave

Appendix 1B - Competencies

Appendix 1C - Industry Equalisation

Appendix 1D- Isolated Areas - Including Indigenous Issues

1. Coverage and Parties

- (i) This Award shall apply to Country Energy and its employees employed in the classifications contained in Table 1 of this Award.
- (ii) Existing employees employed in a Professional capacity whose rate of pay exceeds the base rate of a Professional Engineer Grade 8 (as varied under this Award) who are not employed under an employment agreement or a contract shall continue to have their terms and conditions of employment prescribed by this Award.
- (iii) This Award governs all employment, wages and conditions of the employees to whom this Award applies.
- (iv) This Award supersedes and replaces the Country Energy Enterprise Award 2004 published 10 December 2004 (347 I.G. 676).
- (v) The parties to this Award are Country Energy, the Electrical Trades Union of Australia, New South Wales Branch; the United Services Union New South Wales Local Government, Administrative, Energy, Airlines & Utilities Union the Australian Services Union and the Association of Professional, Engineers, Scientists and Managers, Australia (NSW Branch)

2. Objectives

The agreed objectives of this Award are:

- (i) Demonstrated high value commitment to Occupational Health and Safety from Country Energy and all employees
- (ii) Achievement of Country Energy's corporate business objectives and strategies;
- (iii) Delivery of quality customer service and continuous improvement programs;
- (iv) Development of the highest quality training, career opportunities and occupational health and safety programs and policies;

- (v) Recognition of the contributions of all employees to improvements in safety, productivity, efficiency and competitiveness, and their participation in the achievement of these objectives;
- (vi) To provide terms and conditions of employment in conjunction with operational policies and procedures.

3. Policies and Procedures

All operational policy and procedures relating to conditions of employment shall be developed or altered in accordance with the consultation process set in Clause 10 of this Award. All such Policies will be made available at all Country Energy locations for access by all employees.

4. Future Negotiations

At least three months before the nominal expiry of this Award the parties shall commence negotiations for a replacement enterprise Award.

5. Definitions

- (i) "Discharge" means termination of service as a consequence of retrenchments, reorganisation or shortage of work or other reason for which the employee may not be entirely responsible.
- (ii) "Dismissal" means termination of service for misconduct, inefficiency, unsatisfactory performance or repeated absences from work.
- (iii) "Resignation" means voluntarily leaving the service of Country Energy.
- (iv) "Retirement - Age" means termination of an employee's service with Country Energy:
 - a) As agreed between Country Energy and the employee, or
 - b) At the discretion of the employee after attaining the age of 55 years
- (v) "Retirement - Ill Health" means termination of employment on account of ill health certified as rendering the employee unable in the future to perform the duties of the employee's appointed grade.

6. Safety

The health, safety and wellbeing of Country Energy employees are of paramount importance. Country Energy's Health and Safety Policy embodies the following commitments to employee safety:

- (i) To ensure the safety of all employees Country Energy will provide a safe working environment in accordance with the *Occupational Health and Safety Act 2000*.
- (ii) All employees will work in a safe manner as required under the *Occupational Health and Safety Act 2000* and regulations as varied from time to time.
- (iii) Employees are required to wear appropriate personal protective clothing and use safety equipment for the purpose for which they are provided, and observe all health and safety policies and procedures
- (iv) Country Energy commits to the payment of an Electrical Safety Rules Allowance paid for all purposes of the Award. (Refer to Table 4)

The Electrical Safety Rules Allowance will be paid to employees appointed to electrical positions who have passed the safety rules test and who are required to work or supervise or direct work in accordance with these rules. Typically employees who hold a trades' certificate from the family of electrical trades (including apprentices) will receive this allowance.

Employees in non-electrical trades' technical and professional classifications, who are required to sit an abridged version of the safety rules exam, and are required to work in accordance with these rules will receive 80% of the allowance. Employees in the Administrative Officer stream shall have an examination of their role and requirements to determine whether they are eligible for payment of the Safety Rules Allowance.

7. Anti-Discrimination

- (i) It is the intention of the parties to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) The parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Award is not directly or indirectly discriminatory in their 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 person's under 21 years of age;
 - c) Any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti Discrimination Act 1977*;
 - d) a party to this agreement 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.

8. Enterprise Agreements

The parties to this Award recognise that enterprise agreements may be used to facilitate agreed alternative arrangements to those in this Award. The development of enterprise agreements shall occur through the consultation process.

No employee will be disadvantaged by a transition from Contract to the Award or Enterprise Agreement.

9. Consultation

- (i) Where alternatives to Award provisions are being considered, the parties concerned will utilise this consultation process with the intention of reaching agreement.
- (ii) The consultation process includes involving all parties concerned in any analysis and decision-making about a proposed alternative arrangement.
- (iii) Where an alternative arrangement is proposed, Country Energy will take all possible steps to ensure that any adverse affect on an employee will be minimised or resolved.
- (iv) Employees, their union or Country Energy may initiate a consultation process.
- (v) Where Country Energy proposes to introduce major changes in business processes, organisation, structure or technology that will have significant affects on employees, Country Energy will consult its employees who may be affected by the proposed changes and the relevant unions as soon as practicable.
- (vi) A Consultative Committee framework as detailed in Clause 10 of this Award provides a forum for consultation.

10. Consultative Committee Framework

The purpose of this Clause is to establish a consultative framework to facilitate cooperation and trust between the parties and provide a forum for the parties to consult each other about matters involving changes to the organisation or performance of work at Country Energy.

(i) Consultative Committee Charter and Structure

A Peak Consultative Committee shall be established and will determine a Committee Charter and under that Charter, be empowered to determine the functions, operations and framework of other Consultative Committees established at Country Energy.

(ii) Committee Membership

The Peak Consultative Committee shall comprise at least one representative from each of the other Committees, a full time Union official(s) and representatives from senior management of Country Energy.

(iii) Committee Meetings

The Peak Consultative Committee shall meet at least once every six [6] months.

(iv) Consultative Committee Functions

The Peak Consultative Committee's functions shall include but not be limited to the following:

- a) Consider the means by which Country Energy can ensure its competitive edge to extend its leading role in the industry and make recommendations to the Managing Director where appropriate.
- b) Provide a communication link between staff, Unions and management and be a forum for consultation and discussion on employment matters.
- c) Examine all issues relating to the introduction of change in the workforce.
- d) Examine and make recommendations on issues relating to outsourcing and renewal of any contracts, where appropriate.
- e) Where alternatives to workplace arrangements are being considered, the parties concerned will utilise this consultation process to reach agreement on all alternatives. This is done with a view that all parties concerned being involved in the analysis and decision making about any proposed alternative arrangement.
- f) All members of the Peak Consultative Committee may seek advice on matters discussed by all Committees.
- g) Consultative Committees shall not be utilised in respect of matters which are being or should be processed in accordance with the Grievance Resolution Procedure.

11. Classification and Rates of Pay

- (i) An employee's classification shall be that which describes the major and substantial functions and duties in the position occupied.
- (ii) The corresponding weekly rates of pay in Table 1 of this Award shall apply to employees in their respective classifications.
- (iii) The rates are inclusive of annual leave loading.

- (iv) The rates are inclusive of a loading for work performed in the following circumstances: confined spaces, underground work, working at heights, wet and dirty places, and use of power tools.

12. Appointments and Gradings

An employee's classification shall be matched to the employee's major and substantial functions for which the employee shall have the skill and training necessary to properly perform.

13. Terms of Employment

- (i) Probationary Periods

Country Energy, when offering employment may include a probationary period of employment of up to three [3] months in the letter of offer of employment. An initial period of probation may be extended by up to a further three [3] months in which case, Country Energy shall give the employee the reasons in writing.

- (ii) Termination of Employment

- (a) Notice of Termination

Country Energy shall give to an employee and an employee shall give to Country Energy notice of termination of employment of not less than four [4] weeks other than for employees with less than twelve [12] months continuous service who shall be entitled to one [1] week's notice of termination. The period of notice may be reduced by mutual agreement.

Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by Country Energy if the full notice period or part notice is not given. If the employee fails to give notice or gives incomplete notice, Country Energy shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.

The period of notice shall not apply to dismissal for conduct that justifies instant dismissal or for casual employees.

- (b) Statement of Employment

Country Energy shall, on request from an employee whose employment has been terminated, give the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

14. Types of Employment

Employees covered by this Award will be employed in one of the following categories:

- (i) Permanent Full Time Employment

Permanent full time employment covers employees working ordinary hours on a permanent basis.

- (ii) Permanent Part Time Employment

a) Permanent part time employment covers employees who work on a permanent basis less than the number of ordinary hours worked by full time employees. A part time employee's hours will be nominated at commencement of employment. If the employee consistently works in excess of their nominated hours, a review will be conducted with a view to extending the nominated hours.

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

- c) Part time employees shall receive Award conditions and payments in respect of annual leave, sick leave, long service leave and all other authorised leave on a proportionate basis as the employee's hours of work relate to those worked by full time employees.

Leave shall accrue in proportion to the number of hours actually worked up to a maximum of thirty-six [36] hours per week.

- d) When a part time employee's nominated day of work falls on an Award holiday, the employee shall be entitled to take the day as a holiday without loss of pay.
- e) A part-time employee shall be entitled to the provisions of Clause 19, Overtime in respect of work performed outside the span of hours or in excess of their normal daily or weekly hours of work.
- f) A part-time employee may, by agreement, work additional hours at single time up to thirty-six [36] hours per week subject to receiving all pro-rata leave entitlements as prescribed for those additional hours, in which case the overtime payments provided for in paragraph (e) herein shall not apply.

(iii) Temporary Employment

- a) Temporary employment covers employees engaged on a temporary basis and shall not include a casual employee.
- b) A temporary employee shall be paid a rate of pay and receive Award conditions as is appropriate to either their full time or part time employment under this Award.
- c) Temporary appointments may be made for a period of up to 12 months. At the expiration of that period work requirements will be reviewed in consultation with the unions.
- d) Temporary employment shall not be used as an alternative to full time employment.

(iv) Casual Employment

- a) "Casual Employee" means an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.
- b) A casual employee shall be paid the hourly rate of pay for the appropriate classification plus a loading of twenty [20] per cent with a minimum payment of three [3] hours pay for each start.
- c) A casual employee shall receive overtime rates for any time worked in excess of the ordinary hours of work for a full time employee. The casual loading is excluded in the calculation of overtime.
- d) The casual loading prescribed is in lieu of the annual leave, sick leave and Award holiday entitlements arising under this Award however, the loading is not in lieu of entitlements prescribed in Clause 27 Long Service Leave.
- e) A casual employee shall not be used to replace a full-time or part-time position other than where a permanent employee is absent on approved leave or working on a project.
- f) Casual appointments shall be reviewed after a continuous period of three [3] months.

(v) Apprentices and Trainees

- a) The provisions of this Award apply to apprentices and trainees employed by Country Energy.

- b) Employment as an apprentice or trainee shall not continue beyond the completion of the term of the apprenticeship or traineeship unless further employment is offered and accepted.

15. Performing Alternative Work

- (i) An employee, who is competent to do so, shall where required perform alternative work to that usually performed by the employee, without reduction in pay.
- (ii) Acting Higher Grade
 - a) An employee who performs, for at least one ordinary working day, the work of another employee which is paid at a higher rate than the employee's position, the employee shall be paid according to the employee's skills, qualifications and experience but not less than the entry level for the position.
 - b) Where an Award holiday or group of Award holidays occurs during a period when an employee is acting in a higher paid position, the employee shall be paid for the holiday/s at the rate for acting in the position.
 - c) An employee shall not receive higher grade pay whilst on leave unless the employee has acted in the position for an aggregate of at least six [6] months during the twelve [12] month period prior to going on leave or continuously for at least three [3] months immediately preceding the commencement of the leave.
 - d) Except where an employee is relieving an employee who is on approved leave, periods of acting in a higher-grade position shall not exceed six [6] months.
 - e) At the completion of the alternate work period an employee shall return to their former position or a mutually agreed role.

16. Payment

- (i) Pay Cycle

Employees shall be paid fortnightly and pay shall be available at the commencement of business on Thursdays by direct crediting of pay to an employee's nominated Bank, Building Society or Credit Union account.

- (ii) Deductions

Country Energy shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for approved purposes.

17. Hours of Work

- (i) Spread of Ordinary Hours of Work

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

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

The ordinary hours of work shall be thirty-six [36] hours per week to be worked in eight consecutive hours per day, (exclusive of meal breaks), over a nine day fortnight between the hours of 6.00 am and

6.00 pm. This spread of hours may be altered by mutual agreement between Country Energy and employees concerned.

Where agreement is reached between Country Energy and an employee or employees, up to twelve [12] ordinary working hours per day may be worked without the payment of overtime. Where an employee's ordinary hours of work exceed seventy-two [72] in any two-week [2] cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy-two [72].

(ii) Starting and Finishing Times

The starting and finishing times within the spread of hours shall be determined by Country Energy in consultation with the employees concerned.

(iii) Ordinary Hours of Work - Day Workers

- a) The fortnightly ordinary hours of work for day workers shall be seventy-two [72] per fortnight, to be worked on nine [9] weekdays, in any two [2] week cycle.
- b) Where Country Energy and the Unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked up to a total of one hundred and forty four [144] on nineteen [19] weekdays in any four [4] week cycle.
- c) An employee who requests to work a thirty six [36] hour, five [5] day week may, with the consent of Country Energy, do so.
- d) Notwithstanding the provisions of paragraphs (a) and (b) herein, the ordinary hours of work for employees employed in the classifications of Professional Engineer Grades 6, 7 and 8 shall be a thirty six (36) hour, five (5) day week unless otherwise agreed.

(iv) Rostered Days Off

- a) Where an employee's rostered day off falls on an Award holiday, the employee may either take the next working day as a rostered day off or take another mutually agreed day instead.
- b) Where mutually agreed employees may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee's accumulated rostered days off shall not exceed five [5] in a twelve [12] month period.

(v) Ordinary Hours of Work - Shift Workers

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

(vi) Alternative Arrangements

Country Energy, an employee, or group of employees, may enter into alternative arrangements to those in this Clause by mutual agreement.

18. Shiftwork

(i) Hours

The ordinary hours of work shall average thirty six [36] per week over a shift roster.

(ii) Shift Work Defined

For the purpose of this Clause, shift work means any work which is to be performed in accordance with a shift work roster arranged in any of the following ways:

- a) Rotating Roster - comprising two or more shifts in each day worked on an alternating or rotating weekly basis and with one of the shifts being a day shift falling within the spread of ordinary hours of work for the day workers provided for under this Award.
- b) Afternoon Shift - as part of a rotating roster, shall finish after 6.00 pm but not later than midnight.
- c) Night Shift - as part of a rotating roster, shall finish after midnight but not later than 8.00 am
- d) Early Morning Shift - as part of a rotating roster, shall commence after 5.20 am and before 6.20 am.
- e) Permanent Afternoon or Night Shift - comprising only one permanent shift to be worked each afternoon or each night and not rotating or alternating with any other span of hours.
- f) Five Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a five [5] day basis, Monday to Friday inclusive.
- g) Six Day Roster - being either rotating shift roster or a permanent afternoon or night shift roster which contains shifts on a six [6] day basis, Monday to Saturday inclusive.
- h) Seven Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a seven [7] day basis involving each and every day of the week.

(iii) Payment

Employees required to work shift work shall be paid as follows:

- a) On a rotating roster shall be paid shift allowances as per Table 2 Allowances.
- b) Permanent Shifts - A shift worker engaged on a permanent afternoon shift or permanent night shift shall be paid, in addition to the ordinary-time rate of payment, an allowance of thirty [30] percent.
- c) Shift allowances are not included in the calculation of overtime.
- d) The shift allowance and penalty rates are payable during periods of annual leave.
- e) Saturdays, Sundays and Award Holidays - A shift worker who works the major part of a normal shift or an entire normal shift (as part of a rotating or permanent shift roster) on:
 - Saturday shall receive 1.5 times ordinary time rate of pay in lieu of shift allowance.
 - Sunday and Award holidays shall receive 2.0 times ordinary time rate of pay in lieu of shift allowance.
- f) Alternative Arrangements - Shift workers, who make arrangements between themselves or who at their request, work in excess of the hours of rostered shifts or change shifts shall not be entitled to payment of overtime for the excess hours or for the changed shifts. Any arrangement shall be only with the approval of Country Energy.

(iv) Shift Work - Change of Roster and Change of Shifts

A shift worker whose shift or shifts are changed within a roster shall be paid double ordinary time rate for the first changed shift. This provision shall not apply where two [2] day's notice of change is given.

Where notice is given on or before the second day preceding the change of shift or change of roster an employee who works an additional shift or shifts may take time off in lieu at a mutually agreed time. If

it is impracticable to allow the employee to take time off within a period of eight [8] weeks, the employee shall be paid for any additional shift worked at double ordinary time rate.

(v) Non Shift Workers Required To Work Shift Work

A non shift worker given less than one [1] week's notice to work as a shift worker shall be paid not less than ordinary time rate plus thirty [30] per cent for each shift worked during a period of seven days.

19. Overtime

(i) Requirement to Work Reasonable Overtime

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

(ii) Sixteen Hour Working Period

- a) An employee shall not be permitted to work more than sixteen [16] hours in any twenty four [24] hour period.
- b) The twenty four [24] hour period shall be calculated from the commencement time of the sixteen [16] hours worked.

(iii) Payment for Working Overtime

An employee, including a shift worker, required to perform work in excess of the usual ordinary working hours or outside the usual working hours, shall be paid as follows:

- a) Monday to Midday Saturday:
 - 1.5 times ordinary time rate for the first two [2] hours. The first two [2] hours includes overtime performed immediately before and after usual hours.
 - 2.0 times ordinary time rate after two [2] hours.
- b) After Midday on a Saturday, a Shift Workers Rostered Day Off and all day Sunday:
 - 2.0 Times ordinary time rate.

(iv) Time Off In Lieu Of Overtime Payment

- a) By agreement, an employee may elect to take time off equivalent to time actually worked in lieu of payment.
- b) Country Energy shall provide payment at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken with two [2] months of accrual.

(v) Standing By

An employee required to stand-by in readiness to work overtime shall be paid at ordinary time rate of pay from the commencement of stand-by until released or until commencement of overtime.

(vi) Minimum Payment for Recall to Work Overtime

- a) An employee notified at work to commence overtime later than one [1] hour after the usual ceasing time, or earlier than two [2] hours before the usual starting time shall be paid a minimum of four [4] hours pay at overtime rates.

- b) An employee notified after the completion of the day's work to work overtime which is not continuous with the usual hours of work shall be paid a minimum of four [4] hours pay at overtime rates.
- c) The minimum payment of four [4] hours shall not apply in cases where overtime is continuous, subject to a reasonable meal break, with the completion or commencement of an employee's usual working hours.

(vii) Rest Period After Overtime

- a) Where reasonably practicable, employees shall have at least ten [10] consecutive hours off duty before commencing ordinary time work.
- b) If the period between completion of overtime and the start of ordinary time is less than ten [10] hours, the employee shall have a ten [10] hour rest period without loss of pay for any ordinary hours which fall in the rest period.
- c) An employee who is required to work without having had a ten [10] hour rest period, shall be entitled to double ordinary time rate of pay until a ten [10] hour rest period is taken without loss of pay for any ordinary hours which fall in the rest period.
- d) Rest periods shall not apply if any employee works overtime for less than four [4] hours.
- e) An employee, recalled to work overtime between midnight and 4:00 am on the following day, shall be entitled to extend the usual commencing time on the day following by an equivalent period.
- f) An employee, who is required to commence work at the usual commencing time, shall be entitled to double ordinary time rate of pay for the equivalent period by which the employee would have otherwise extended the usual commencing time.
- g) Where an employee is entitled to a rest period and the rest period coincides with an Award holiday, the employee shall be entitled to defer starting time by time equivalent on the next ordinary working day.

20. On-Call

(i) Definitions

a) On Call

An employee designated as On Call shall mean an employee required being available for emergency and/or supply interruption work at all times outside the employee's usual hours of work.

Participation in the on call roster shall be open to all employees who possess the skills and competencies required to undertake the role. The On call Roster will be voluntary on and off.

On Call is not overtime that has been pre-arranged prior to the employee's normal ceasing time. Overtime shall be paid at the appropriate overtime rates in accordance clause 19 - Overtime of the Award.

b) Emergency and/or Supply Interruption Work

On Call is emergency and/or supply interruption work that includes restoring supply and returning to safe operating conditions any plant and equipment. It also includes restoring and/or operating essential IT equipment and opening call centres other than in accordance with normal rosters to attend to high call volumes during emergency and supply interruption conditions.

c) Call Out

A Call Out is the time from which an on call employee receives a call, or calls, for emergency and/or supply interruption work, to the time the employee arrives home. A Call Out includes work involving any further calls for service which the employee may receive whilst out on duty or before arrival at home. Where a Call Out continues into an employee's ordinary working hours double rates of pay continue until the employee is directed to other work or is released from duty.

d) Number of Employees On Call and Call Out Arrangements

At locations where there are eight (8) or more on call employees, a minimum of two (2) on call positions shall be in place concurrently. Variations to this may be applied to meet local needs based on call volumes and work load.

The preferred rostering arrangements will be one (1) week in four (4).

Positions on the roster may be filled by multiple employees on a weekly rolling basis

At locations where only one (1) on call position is in place, when assistance is required the first call back (at two hour minimum) will come from the remaining rostered on call employees. Should further assistance be required the minimum four (4) hour provisions of Clause 19 - Overtime shall apply.

(ii) Availability

- a) An employee on call shall be in the general vicinity of the On Call area for which they are responsible and be contactable at all times and respond to Call Outs without undue delay.
- b) The employee shall not engage in activities or be committed in a way that would prevent the employee immediately responding to a Call Out.
- c) An employee shall not be required to be constantly available beyond four [4] weeks where other employees are available for duty.
- d) Where no other employees are available for inclusion in an On Call roster, the employee concerned shall have at least one [1] weekend, comprising two [2] consecutive days off duty, in each four [4] weeks, without reduction in the Call out allowance.

(iii) Availability Allowance - On Call

- a) The weekly On Call Allowance is \$170.00 per week for the duration of this Award.
- b) The On Call payment shall continue to be paid to the employee during periods of leave and worker's compensation, on the basis of the employee's usual payment, if the employee has been On Call constantly or on a roster, for a period of at least one month prior to leave.
- c) Where an employee works to a roster, the allowance shall be divided by the number of weeks on call in the rolling period and paid equal amounts for each week in the period.
- d) An employee who performs extra duty during the employee's usual rostered off period shall receive pro rata payment for the extra duty as follows:-

Payments for a full or part ordinary day at 20% of the allowance for a weekday.

For a full or part Saturday, Sunday or Award holiday at a rate of 30% of the allowance (Query)

- e) An employee shall be entitled to On Call Allowance or part thereof, if the original rostered on call employee is away for the following reasons:

Due to illness - sick leave/workers compensation

Country Energy commitments require the original rostered on employee to be unavailable to fulfill their roster. This would include approved leave commitments.

Special Leave, Bereavement, etc

Jury Duty

Due to stand Down - excessive hours worked

This will not apply due to personal roster swaps or planned unpaid leave.

- (iv) Experience Allowance

For each completed year of experience on the on call roster the on call allowance shall be increased by one percent for each individual employee, up to a maximum of 20 percent, i.e.,

One completed year - one percent increase

Five completed years - five percent increase

Ten completed years - ten percent increase

Twenty completed years - twenty percent increase

- (v) Payment for Call Outs

Payment shall be at double ordinary time rate of pay for the time required to complete each call out not during normal time.

- (vi) Minimum Payment

The minimum time payable for a call out shall be two (2) hours at double ordinary time rate of pay.

- (vii) Other Allowances

Employees on call shall be entitled to all other allowances that may be applicable as prescribed by the award

- (viii) Rest Period after Call Out

- a) An employee who works during the eight (8) hours immediately preceding the employee's usual commencing time shall be entitled to defer the usual commencing time with out loss of pay by a period equal to the actual time worked within those hours.

Providing that, where the employee has not had at least a continuous six (6) hour rest period in the eight (8) hours preceding usual commencing time, the employee shall be entitled to defer the commencing time by five (5) hours from the normal starting time.

- b) Notwithstanding the sub paragraph above this paragraph, where because of emergencies, an on call employee is directed and fit to commence work at the usual starting time and/or works into the usual starting time, the employee shall be paid at double ordinary rates for the period of time which the employee otherwise would have deferred their usual starting time.

(ix) Work on An Award Holiday

Employees shall be granted the following as Award holidays with pay:-

Any day proclaimed as a State wide holiday

Union Picnic Day, to be held on a mutually agreed day with a reasonable level of service to be maintained on the day.

An on call employee who services any portion of the award holiday shall be entitled to claim the extra day in lieu

For each award holiday an employee is required to be on call the employee shall have one day added to their annual leave. When a roster changeover day occurs on an award holiday, this shall apply to both roster periods.

(x) Rostered Days Off

Where a scheduled RDO falls in a week when the employee is to be rostered on call, the RDO shall be rescheduled.

(xi) Telephone and Telephone Allowance

A mobile telephone will be provided for business use to employees who participate in a one in eight roster or less. For all others a shared mobile will be provided. The Telephone Allowance in Clause 43 - Telephone Allowance of the Country Energy Award will only be approved where an employee resides in a location where there is no mobile telephone service.

(xii) Rosters

The structure and operation of rosters is to be developed in conjunction with employees having regard to the number available for on call and the requirements of the specific location. Wherever possible regional areas should adopt a common roster change over date, however, if locations by majority have a preference for a particular day the alternative day shall be implemented by mutual agreement.

(xiii) Extra Leave

Employees who participate in an on call roster will have extra hours calculated on the basis of one (1) hour per week worked on the roster.

21. Meal Times and Allowances

(i) Meal Breaks

- a) An employee shall not, at any time, be compelled to work for more than five [5] hours without a break for a meal.
- b) Day workers shall be allowed, without pay and on each ordinary working day, a break in their ordinary hours of work for a meal. Each such meal break shall be for an unbroken period of at least half [0.5] an hour. The time of taking and the duration of meal breaks may be changed by mutual agreement. As far as possible, meal breaks shall be programmed after the completion of five [5] hours work.
- c) The provisions of this sub-clause may be applied to shift workers when working on a day shift which falls within the ordinary hours of work for day workers.

(ii) Shift Workers Meal Breaks

Shift workers shall be allowed, in each ordinary working shift, a paid meal period of twenty [20] minutes for a meal.

(iii) Working in Usual Meal Break

Where an employee is requested to work through the usual meal break time due to special circumstances, the employee shall be paid at ordinary time and one half for the period by which the meal break was deferred. Alternatively, by mutual agreement, the employee can take time off with pay, equal to the time by which the meal break was deferred.

(iv) Meal Times

The times fixed for the taking of meal breaks during ordinary working hours may be varied by mutual agreement between an individual or a group of employees and their immediate supervisor.

(v) Overtime Meal Breaks

An employee required to work overtime shall be allowed an interval or intervals for a meal on the following basis:

a) An employee who works one and one half [1.5] hours or more overtime continuous with the employee's ordinary day's work shall be allowed a meal break of twenty [20] minutes which shall be paid for at the appropriate overtime rate. The meal break may be taken, by mutual agreement, at the commencement of, during or at the conclusion of the overtime period.

b) An employee working overtime shall be allowed a meal break of twenty [20] minutes which shall be paid for at the appropriate overtime rate after each period of four [4] hours of overtime worked.

Meal breaks so allowed shall be taken during the overtime period by mutual arrangement, provided that an employee shall not be compelled to work for more than five [5] hours without a meal break.

c) Meal breaks with pay allowed in accordance with this sub-clause shall be deemed to be time worked for the purpose of calculating the overtime rate payable under this Clause.

(vi) Overtime Extended Meal Breaks

Meal breaks, where allowed during a period of overtime, may be extended to not more than one [1] hour, provided that any extension beyond twenty [20] minutes shall be taken without pay.

(vii) Overtime Meal Allowance

An employee entitled to one [1] or more meal breaks in accordance with paragraph (v) of this sub-clause shall be paid, in respect of periods of overtime, a Meal Allowance as set out in Table 1 - Allowances.

(viii) Shift Work Meals and Overtime

The provisions of this sub-clause relating to meal breaks during periods of overtime and to the payment of meal allowances are mutually applicable to shift workers required to work overtime outside the hours of their ordinary rostered shift, except in cases where, by an approved arrangement made between themselves or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

(ix) On Call Included

The provisions of this sub-clause apply to employees engaged in after hours On Call and Standing By emergency and/or breakdown work which shall, for the purposes of this Clause, be deemed to be in the nature of overtime.

22. Travelling Time and Fares

(i) Normal Travel to and From Work

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

(ii) Additional Travel to and From Work

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend for work, overtime or employer arranged training not related to the employee's current or possible future appointment or grading, will be paid at the appropriate overtime rate.

(iii) Travel Time for Training

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

(iv) Normal Place of Work

An employee's normal place of work is the location to which an employee is usually attached and is regularly used as the employee's base or headquarters or normal place of work.

(v) Payment of Fares

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

(vi) Use of Private Vehicle

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

(vii) Reasonable Travelling

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

(viii) Travel Within Minimum Period

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

(ix) On Call Excluded

This Clause does not apply to travelling involved in after hours On Call emergency and/or Supply Interruption work.

23. Annual Leave

- (i) Country Energy shall grant each employee four week's [4] Annual Leave which shall be taken in accordance with the *Annual Holidays Act 1944* (as amended).
- (ii) Shift Workers
 - a) Country Energy shall grant an additional one half [0.5] of a week as paid Annual Leave to shift workers working to a shift roster covering six [6] days per week, Monday to Saturday.
 - b) Country Energy shall grant an additional week as paid Annual Leave to shift workers working to a shift roster covering seven [7] days per week, Monday to Sunday.
 - c) Payment for the additional leave shall include the shift allowance and penalties. An employee who has worked as a six [6] day or seven [7] day shift worker for a portion of the year shall be granted additional leave on a proportionate basis.
- (iii) Country Energy shall not pay an employee in lieu of Annual Leave whilst the employee remains an employee of Country Energy.

24. Award Holidays

- (i) Employees shall be granted the following days as Award Holidays with pay:
 - a) Any day proclaimed as a State-wide public holiday.
 - b) Union Picnic Day. The Picnic Day shall be a recognised holiday for employees who are members of the Unions party to this Award.
 - c) By agreement in accordance with local community arrangements a day other than the prescribed Union Picnic Day may be taken as a substitute day.
- (ii) Payment for Work on an Award Holiday
 - a) An employee, who is required to work on an Award holiday or the day substituted, shall be paid at the rate of double time, such rate to continue until they are relieved from duty, in addition to the usual pay for the day.
 - b) An employee who is required to work outside of their usual working hours on an Award Holiday shall be paid at the rate of double time and one half until released. For a shift worker this includes overtime which is continuous with the beginning of an Award holiday.
 - c) An employee required to work on an Award holiday shall be paid for a minimum of four [4] hours work at double time.
- (iii) Employee Absent Prior to and After an Award Holiday
 - a) An employee shall not be entitled to payment for an Award Holiday if absent from work without approval on the ordinary day before or after the Award Holiday.
 - b) Upon request from Country Energy, evidence of attendance at the Picnic Day will be sufficient if a butt of the ticket to the Picnic Day is produced in order to claim payment for the day.
- (iv) Award Holiday During Leave of Absence

An employee, absent without pay for more than five [5] consecutive working days, shall not receive payment for any Award Holiday which occurs during the absence.

(v) Award Holiday for Shift Workers

a) Rostered Day Off

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

b) Normal Rostered Shift

A shift worker who works the major part of a normal shift or an entire normal shift on an Award Holiday shall have one [1] day added to their Annual Leave.

(vi) Additional Holiday

All employees shall, in addition to any day proclaimed as a State-wide public holiday, shall be entitled to leave on full pay of one [1] working day falling between Christmas and New Year's Day each year which is recognised as being in lieu of local community show days etc, provided that employees required to work on the Additional Holiday shall not be paid penalty rates but shall be allowed time off equivalent to that worked, without loss of pay.

25. Sick Leave

(i) An employee who is absent from work due to personal illness or injury, not due to injury by accident arising out of and in the course of employment, shall have access to Sick Leave with pay subject to the following:

- a) An employee shall where possible notify their manager/team leader, within one [1] hour of the employee's usual starting time, of the employee's inability to attend on account of personal illness or injury and advise of the estimated duration of absence.
- b) An employee will not be required to produce medical certificates except as required in Clause 25 (c). However, an employee is required to satisfy their manager/team leader that an absence is due to personal illness or injury.
- c) The management of Sick Leave shall be in accordance with Country Energy's Sick and Personal Carers Leave Policy. If an employee is to undergo sick leave case management, the employee may be required to produce satisfactory medical evidence.
- d) Where an employee has a long term illness, which has caused the employee to be absent for more than six [6] months, Country Energy will consult with the employee's union and the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, County Energy may terminate the employee's service.
- e) Where it has been established, on medical advice, that the employee is unlikely to return to work because of the employee's illness or injury, Country Energy may terminate the employee's service. In addition to other termination of employment entitlements, the employee will be paid an amount equivalent to two [2] weeks pay for each year of service with Country Energy up to a maximum of twenty six [26] weeks pay plus four [4] weeks pay in lieu of notice.

(ii) Avoidance of Duplicate Benefits

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

(iii) Existing Accumulation

- a) Employees shall have their untaken Sick Leave accumulated as at 30 June 1997 preserved. An employee shall be paid their preserved balance where an employee's service is terminated because the employee is unable to return to work under sub-clause (i) (d) or (e) above, or where an employee is made redundant by Country Energy, or when an employee retires permanently from the workforce in accordance with Clause 5 (iv) and (v) of this Award.
- b) Where an employee dies, the preserved balance shall be paid to the employee's legal representative.

(iv) Illness During Annual and Long Service Leave

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

26. Personal Carer's Leave

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

27. Long Service Leave

- (i) Country Energy shall grant each employee Long Service Leave on full pay as follows:

Length of Continuous Service	Amount of Leave
After 10 Years	13 weeks
Between 10 and 15 years	1.7 weeks per year
Between 15 and 20 years	2.7 weeks per year
After 20 years	2.7 weeks per year

- (ii)

Accrual of Leave

Long Service Leave shall accrue during a period of continuous service on a pro rata basis proportionate to the scale of leave set out above. However, the amount of accrued leave which an employee has shall be reduced by any period of leave previously taken.

- (iii) Taking of Leave

An employee shall not be entitled to take any period of Long Service Leave until the employee has completed ten [10] years continuous service with Country Energy. The taking of Long Service Leave

shall be at a time convenient to, and by mutual arrangement with Country Energy, but at the discretion of the employee.

(iv) Fragmented Leave

Long Service Leave may, be taken in separate periods of not less than one [1] week.

(v) Notice of Leave

An employee shall give Country Energy at least one [1] month's notice of the taking of Long Service Leave. However, a shorter period of notice may be given in cases of unforeseen events which necessitate an employee taking leave.

(vi) Continuous Service

For the purposes of this clause, continuous service shall mean employment in New South Wales with any city, municipality, shire, county district or other local government body or Electricity Commission of NSW, including its subsequent derivatives, or employment in New South Wales with any person or corporation which has supplied or is supplying electricity to the public under franchise agreement in accordance with sections 420 and 506B of the *Local Government Act* 1919, or with any person or corporation which has supplied or is supplying electricity to the public and from one such body to another, which is unbroken by a period of employment or absence outside the service of any such body, provided that:

- a) Service with any such body shall be taken as prescribed by the appropriate Awards or industrial agreements relating thereto;
- b) Any absence without payment, not exceeding one [1] month, between periods of employment with any such body, which involves genuine illness or injury or is required for the purpose of attending to matters of a domestic or personal nature in preparation for the taking up of a new appointment, shall be deemed not to have interrupted the continuity of service;
- c) Any absence without payment which exceeds one [1] month between periods of employment with any such body shall be subject to special consideration of the reasons involved and shall be approved by Country Energy before being accepted as not having interrupted the continuity of service.

(vii) Periods Not Included

Periods which shall not be included in the calculation of continuous service are unpaid absences and periods between separate periods of employment with Country Energy except as provided for in Clause 27 (vi) (d).

(viii) Transfer of Credits/Payments

Recognition of previous service as defined in subparagraph (vi) (a) of this paragraph and any consequential transfer of credits or transfer of payments shall be limited to such bodies where there is reciprocal recognition and arrangements for credit of past service with Country Energy.

(ix) Payment

- a) Allowances - An employee who regularly receives payment of On Call and Standing By allowances, shift allowances or any allowance payable as an all purpose allowance, will receive payment of those allowances during periods of Long Service Leave on the same basis of payment or average payment to the employee in the four [4] week period prior to the date of commencement of the leave.
- b) Full Pay - During a period of Long Service Leave, an employee shall be paid in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the

period had the employee not been on leave. Provided that in the case of a part time employee, the payment of leave shall be calculated by averaging the employee's hours over the previous twelve [12] months.

- c) Payment Before Leave - An employee shall be entitled to receive payment for the full period of Long Service Leave prior to the date upon which the leave commences.

(x) Holidays Excluded

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

(xi) Termination of Employment

- a) Ten [10] Years

Where an employee has completed at least ten [10] years continuous service, and the employee's employment is terminated for any reason, or the employee dies, the employee or the employee's legal representative, shall be paid the amount due for the employee's accrued Long Service Leave.

- b) Short Service

Where an employee has completed at least five [5] years service and employment is terminated by Country Energy for any reason, or by the employee on account of illness, incapacity or other domestic or pressing necessity, or by reason of death Country Energy shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued Long Service Leave.

- c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for accrued Long Service Leave.

(xii) No Payment In Lieu

Country Energy shall not pay an employee in lieu of Long Service Leave, whilst the employee remains an employee of Country Energy.

28. Jury Service Leave

- (i) An employee shall notify Country Energy as soon as possible of the date upon which they are required to attend for Jury Service.
- (ii) An employee shall be paid by Country Energy the difference between the Jury Service fee received and the employee's ordinary time rate of pay for Jury Service during the employee's usual ordinary working hours.
- (iii) An employee who attended Jury Service during a period of Annual or Long Service Leave or paid Maternity Leave shall, on application and on production of satisfactory evidence, be credited with leave, for the period during which the employee would have been on annual or long service leave had the employee not been on Jury Service.

29. Parental Leave

- 1) Employees shall have, in connection with the birth or adoption of a child, maternity, paternity or adoption leave in accordance with the provisions of the NSW *Industrial Relations Act*, 1996.

- 2) An employee shall, subject to the completion of twelve [12] months continuous service with Country Energy, be entitled to;
 - a) maternity leave with full pay for a period of 14 weeks, or, in the alternative, 28 weeks at half pay and;
 - b) adoption leave with full pay for a period of 14 weeks, or in the alternative, 28 weeks at half pay and;
 - c) paternity leave with full pay for a period of 1 week or in the alternative, 2 weeks at half pay.
- 3) An employee shall be entitled to such additional leave without pay as shall amount in aggregate to a total period of maternity leave and adoption leave not exceeding fifty-two [52] weeks.
- 4) In accordance with this Clause, an employee may utilise the whole or part of any Annual Leave and/or Long Service Leave or other paid leave provided that the total period of leave does not exceed fifty two [52] weeks.
- 5) Paid leave of absence granted under this Clause shall be counted as service for the purposes of this Award.

30. Bereavement Leave

- (i) Where an employee's immediate family member dies, the employee shall be granted bereavement leave with pay for any unworked part of the ordinary working day or rostered shift during which the employee was notified of the death and up to a further two [2] ordinary working days or rostered shifts.
- (ii) Immediate family includes the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent in law, grandparent, aunt or uncle, grandchild or sibling.

31. Union Training Leave

- (i) An employee may make application to Country Energy for paid leave to attend Union courses/conferences.
- (ii) Country Energy's approval of an application for Union leave is subject to:
 - a) The taking of the leave shall be dependent upon Country Energy being able to make adequate staffing arrangements.
 - b) Training courses/conferences should be for Union delegates or workplace representatives for whom the approved course is of relevance.
 - c) Written application and at least six [6] weeks notice, or other agreed period, for leave shall be given.
 - d) Paid leave will not incur any other payment other than the ordinary rate of pay.
 - e) An annual pool of paid leave up to a maximum of one hundred [100] days will be provided by Country Energy for employees to use for Union leave. Extra leave may be granted by approval of the Managing Director.

32. Accident Leave

(i) Accident Pay

- a) An employee, after a period or periods of worker's compensation totalling twenty six [26] weeks, shall be entitled to accident pay for a further period of absence, or absences up to a period of twenty six [26] weeks of incapacity.
- b) Accident Pay is not payable for the first twenty six [26] weeks of a period of incapacity.
- c) Accident Pay shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the NSW Workers' Compensation Act, as amended and the employee's ordinary rate of pay.
- d) Accident Pay shall be payable only for a period or periods of incapacity while the employee remains an employee of Country Energy.
- e) An employee shall not be entitled to the payment of Accident Pay in addition to payment for any period of Annual Leave, Sick Leave, Long Service Leave or any Award Holiday, or for any period for which the employee has received a verdict for damages or a payment as settlement for a claim related to a compensation injury.

(ii) Notice of Injury

An injured employee shall give notice in writing, of the injury and circumstances leading to the injury, to Country Energy without undue delay, and shall provide in writing all other information as Country Energy may reasonably require.

(iii) Medical Examination

Nothing in this Clause shall in any way be taken as restricting or removing Country Energy's right under NSW workers' compensation laws, to require the employee to submit for examination by a legally qualified medical practitioner, provided and paid by Country Energy.

If the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive Accident Pay shall be suspended until such examination has taken place.

(iv) Damages or Settlement

The employee shall not be entitled to receive Accident Pay if the employee fails to give Country Energy:

- a) An undertaking that if the employee obtains a verdict for damages against Country Energy in respect of the injury or is paid an amount in settlement of any claim for damages that the employee has made against Country Energy for the injury, the employee will immediately upon receipt of payment or upon receipt of payment by the employee's agent of a verdict for damages or amount in settlement of the claim, repay to Country Energy the amount of Accident Pay which Country Energy has paid.
- b) An undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages against that third party the employee will out of such verdict or amount of money repay to Country Energy the amount of Accident Pay which Country Energy has paid.
- c) An irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against that third party or any amount of money payable to the employee in settlement of any claim for damages made against that third party to pay to Country Energy the amount of Accident Pay which Country Energy has paid to the employee.

33. Grievance Resolution Procedure

- (i) Where an employee has a grievance or dispute concerning an employment matter, the following steps will be taken:

Step 1

The grievance or dispute shall first be discussed with their immediate manager/team leader who will make the necessary enquires and give the employee or employees a response. Every effort will be made to give the employee or employees a response within two [2] working days.

Step 2

Should the grievance or dispute remain unresolved, the employee or employees should forward the details of the grievance or dispute in writing to the divisional General Manager who will arrange a meeting, within ten [10] working days, with the relevant people to discuss the matter with a view to resolving the grievance or dispute.

Step 3

If the grievance or dispute is still unresolved, the Manager Human Resources or the Manager Workplace Relations Strategy and the appropriate Union official shall be notified and a conference arranged to examine and resolve the matter.

Step 4

If the grievance or dispute is not settled by the conference Country Energy and the Union may refer the matter to an agreed mediator for a mediation conference which shall be attended by the employee with their Union representative and a person with appropriate authority from Country Energy. The costs of the mediation shall be met by Country Energy.

- a) The mediation conference is not to be conducted in a legalistic fashion and shall be approached by all concerned to bring about an agreed solution. The mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.
- b) If a settlement is reached, the terms of the settlement must be written down and signed by both parties and the mediator before the mediation conference is terminated.
- c) An agreed settlement shall be binding on the parties and enforceable.
- d) Either party may terminate the mediation conference, in writing, at any time.

Step 5

If the grievance or dispute still remains unresolved, either party has the right to have the matter referred to the appropriate industrial tribunal for conciliation and/or arbitration.

- (ii) During the grievance and dispute resolution procedure, the normal work situation that existed prior to the grievance or dispute arising shall be maintained and no party shall be prejudiced.
- (iii) This procedure shall not prevent Country Energy or the Union from making direct representations to one another on any matter giving rise to or likely to give rise to a grievance or dispute.

34. Outsourcing

- (i) Where Country Energy is considering outsourcing work which affects employees, Country Energy shall consult with the affected employees and Unions prior to tendering for such work.

- (ii) Country Energy shall discuss with employees affected and the relevant Union, the effects outsourcing is likely to have on employees and measures to minimise the impact on employees, and shall give prompt response to matters raised by the employees and the Unions, including consideration of employee generated alternatives.
- (iii) Where the work to be outsourced is likely to have a long term (in excess of three [3] months) or major impact on either:
 - a) a particular geographical location, or
 - b) a particular classification group, or
 - c) a particular existing work function

A meeting of the Consultative Committee shall be convened and full details provided prior to the decision to tender.

- (iv) Expressions of interest or tenders when advertised shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender to do the work to an equivalent standard, timetable, and price.
- (v) If an employee generated conforming expression of interest or tender is submitted, it shall be evaluated together with external submissions received.
- (vi) The Consultative Committee will consider whether the work activity being considered for outsourcing, can be carried out by current employees or whether alternative arrangements, such as permanent part time, temporary or casual employment are a more suitable alternative and make recommendations considered appropriate.
- (vii) Work will only be outsourced or contracted out when it can be demonstrated that either:
 - a) Insufficient resources are available to meet the current Country Energy work commitment and work timetable, or
 - b) The failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
 - c) The use of outsourcing or contracting to the work is commercially the most advantageous option taking into account; quality; safety; performance; cost; and the overall strategic direction of Country Energy.
- (viii) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
 - a) Provide a written undertaking to comply with industry safety, environmental and quality standards.
 - b) Provide a written undertaking to conform to all Acts, Awards and agreements affecting the employees of the Contractor.
 - c) The Contractor will have in place employee relations practices and policies to ensure sound employee relations and minimize risk of industrial disputation. Country Energy will negotiate and agree with the relevant union to identify those contractors who have sound employee relations policies and practices.
- (ix) Where an employee's position is no longer required the position holder shall be subject to the provisions of the Salary Maintenance Policy.

35. Wet Weather

Where because of wet weather, an employee stops work; the employee shall be paid for time not worked provided the employee:

- (i) Remains at work until directed to leave work;
- (ii) Sands by as directed; and
- (iii) Reports for duty as directed.

36. Tools

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

37. Private Motor Vehicle - Allowances

- (i) Casual Use of Motor Vehicles

An employee who, by arrangement, uses a privately owned motor vehicle in their job shall be paid for the casual use at the Australian Taxation Office rates.

38. First Aid Allowance

- (i) All employees will be encouraged to obtain a First Aid Certificate. The costs of obtaining the certificate and the ongoing renewal costs will be met by Country Energy.
- (ii) An employee who is the holder of a current recognised First Aid Certificate and who is designated first aid attendant shall be paid a weekly First Aid Allowance as per Table 3 - Allowances.

39. Leading Hand Allowance

- (i) An employee employed in a field based position who is in charge of and responsible for a work group comprising that employee and at least two [2] other employees shall be classed as a Leading Hand.
- (ii) An amount per week as per Table 3 - Allowances shall be added to a Leading Hand's usual classification and grade weekly rate of pay. This amount shall be payable for all purposes of the Award.
- (iii) An employee may be designated as a Leading Hand on a temporary or on an acting basis to meet short term business needs

40. Aircraft Allowance

- (i) An employee who is required in the course of employment to be engaged in a rotary or fixed wing aircraft in inspection and reporting on the distribution network shall be paid an allowance as per Table 3 - Allowances, per day or part thereof whilst so engaged.
- (ii) Paid on Overtime - this allowance shall apply during periods of overtime. This allowance is not paid for other purposes.
- (iii) Prior to use by employees the full service history of the particular aircraft to be used are to be made available.

41. Isolation & Climatic Allowances

(i) Isolation Allowance

Employees permanently attached to a Country Energy Field Service Centre or Office in a town with a population of less than 10,000 which is 250 kilometres or more from a town or city with a population of 20,000 or greater shall be paid a weekly Isolation Allowance as set out in Table 3 - Allowances.

(ii) Climatic Allowance

Employees who work in Jindabyne Field Service Centre (FSC) or other Country Energy Field Service Centre or office which is situated upon or to the west of a line drawn from a point on the right bank of the Murray River opposite Echuca (Victoria) and then to the following towns in the order stated, Deniliquin, Griffith, Condobolin, Narromine, Coonamble, Gunnedah, Narrabri, Moree and Goondiwindi shall be paid an allowance as set out in Table 1 - Allowances.

(iii) These allowances do not form part of the ordinary rates of pay for the purpose of the calculation of overtime or paid for other purposes.

42. Explosives Allowance

An employee who is the holder of a Powderman's Certificate of Competency issued by WorkCover and who uses and maintains explosives shall be paid an all purpose allowance as per Table 3 - Allowances.

43. Telephone Allowance

Employees who are required to provide a telephone at their home for the purpose of Country Energy business, shall be given a quarterly flat rate allowance, which shall be paid in equal weekly instalments, as set in Table 3- Allowances to cover telephone rent, service and equipment charges and business calls. Where, in any quarter, the cost of business calls exceeds the quarterly allowance, the employee shall provide proof of the additional calls and then be reimbursed the cost of the excess calls.

44. Drivers' Licence

An employee appointed to a position which requires the employee to hold a motor vehicle drivers' licence shall be reimbursed the cost of such licence by Country Energy.

45. Training Allowance

(i) A Training Allowance shall as per Table 3 - Allowances shall be paid to employees required to provide regulatory training to or carry out the functions below:-

- a) Employees who are required to prepare and present approved regulatory training courses to other staff members.
- b) Assessment (of a course and/or individual participant).

(ii) The Training Allowance shall not apply where the responsibility for the above duties is a function of the employee's appointed position.

(iii) All training will be paid at ordinary time, if the course has been approved by Country Energy.

46. Movement of Allowances

Allowances described in the Table of Allowances shall increase at the same percentage rate as the rates of pay other than Meal Allowance, Isolation Allowance and On Call Allowance.

47. Date and Period of Operation

This Award shall commence on and from the first pay period beginning on or after the 1st July 2005 and shall remain in force up to 30 June 2007.

48. Calculation of Service

- (i) An employee's service with Country Energy for all purposes of this Award shall be taken to be that period from the date of commencement to the date of termination of employment, such dates to be inclusive provided that entitlements due under this Award shall be subject to the deduction of any entitlements taken or represented by payment in lieu thereof made to the employee upon termination of employment or upon transfer from one body to another.
- (ii) Periods included:
 - a) Service with Country Energy shall include that period with the former electricity distributors Advance Energy, Great Southern Energy and NorthPower provided service is unbroken by a period of employment or absence outside the service of any such body. Service shall include periods of service which has been previously recognised by those bodies.
 - b) Approved periods of leave with pay.
 - c) Periods of approved sick leave with pay.
 - d) Periods of absence for which the employee is entitled to Accident Pay and/or Worker's Compensation.
 - e) Periods of leave without pay, if specifically approved.
 - f) Any absence engaged in National Service Training or periods of service under enlistment with any of Her Majesty's Forces, provided the employee has enlisted or been engaged in National Service from and returned directly to the service of Country Energy.
 - g) Any temporary employment, which is continuous with a period of full time employment.

49. Working Away from Home

- (i) An employee required to remain away overnight shall, except as provided for in paragraph (ii) of this Clause, be entitled to:
 - a) Have Country Energy pay for accommodation costs only and the employee to be paid beforehand for meal and incidental allowances as per Australian Tax Office approved allowances.

Or

 - b) Have Country Energy arrange and pay for accommodation costs, meals and incidental expenses.

Or

 - c) A lump sum allowance paid beforehand equal to the Australian Tax Office approved schedule.
- (ii) For apprentices and for employees attending training sessions, conferences and staff development activities Country Energy shall provide reasonable accommodation and meals.
- (iii) Where a Corporate Card has been issued to an employee the Card may be used to pay for overnight expenses.
- (iv) Where employees are required to remain away overnight accommodation provided by Country Energy, or selected by the employee, where possible will be of at least Three [3] Star standard.

50. Salary Sacrifice

- (i) Employees may elect to receive superannuation benefits in lieu of a proportion of their Award wages. The employee's election to vary this superannuation benefit must be in writing and would occur no more than once per calendar year, in accordance with Clause 51.
- (ii) An employee may elect to receive an in house benefit in the form of a reduction in electricity accounts and/or purchase of white goods up to a total value of \$660.00 per annum in lieu of receiving the equivalent amount in wages under this Award.
- (iii) A Country Energy motor vehicle with private use approved in accordance with the Motor Vehicle Policy where appropriate.

51. Superannuation

Country Energy will make an additional optional employer contribution of 1% on all ordinary time earnings (OTE).

- (i) Default Superannuation Scheme

Subject to the provisions of relevant superannuation legislation, employees under this Award will have their Superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

- (ii) Salary Sacrifice To Superannuation

- a) An employee may elect in lieu of being paid an amount of Award Wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the EISS.
- b) Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the EISS.
- c) The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

52. Salary Maintenance

Employees whose positions have been identified as being no longer required or restructured/redesigned to a lesser value and who elect to remain with the organisation will be subject to the salary maintenance provisions of Country Energy's Salary Maintenance Policy from the date of being informed in writing that their position is no longer required. The parties agree that Salary Maintenance and Redeployment policies shall not be altered without consultation and the agreement of the Union parties to this Award.

53. Workplace Flexibility

- (i) Intention

These flexibility arrangements are to apply to short term arrangements between employees and Country Energy which shall be by mutual agreement. They are not to permanently replace the standard Award conditions and should be specifically project orientated. The Unions will be advised in writing of any proposed workplace flexibility alternate arrangements.

- (ii) Consultation

The Unions will be consulted in respect to workplace flexibility alternate arrangements.

(iii) Workplace Flexibility Arrangements

a) Nature of Arrangements

Under the terms of this Agreement the workplace flexibility arrangements that may be entered into may include, but not be limited to, the following matters:

Hours of Work.

Overtime including accrual and cashing in of time in lieu of overtime.

Travel and accommodation expenses.

b) Negotiating Workplace Flexibility Arrangements

Discussions leading to agreed workplace flexibility arrangements should be between the relevant manager/team leader, the local Union Delegate and the employees affected by the arrangement. Discussions should include all relevant details including:

Nature of work to be performed;

How the work is to be performed;

Who is to perform the work;

When the work is to be done;

The basis on which payment, or otherwise, is to be made; and

The timeframe the arrangement is to run for.

Country Energy will endeavour to source employees from within the regions/Field Service Centres concerned. When insufficient numbers are available consultation will occur with the relevant Union/s prior to seeking interest external to the region/ Field Service Centres concerned.

Where this occurs and the interested employees exceed the required numbers, the normal selection process shall apply.

c) Recording the Arrangement

The agreed workplace flexibility arrangement shall be committed to writing.

54. Clothing

- (i) To fulfill safety requirements relating to the provision of personal protective clothing, Country Energy shall provide personal protective clothing in accordance with an agreed schedule.
- (ii) Employees must ensure they wear and/or use appropriate clothing and/or equipment for the purpose for which it was provided.
- (iii) Clothing will be replaced on a fair wear and tear basis approved by the employee's manager/team leader.

55. Union Delegates' Rights

Union Delegates at Country Energy shall have the right to:

- (i) Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.

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

56. Supply of Residence

Where an employee is provided with a residence by Country Energy (with or without concessions), the weekly value of such residence and concessions shall be determined by Country Energy.

57. Leave Reserved

The parties will endeavour to ensure that the following matters are resolved during the life of the Award:

- (i) In the absence of consent, the parties agree that the Unions may make application for the variation of the Award to insert a Bargaining Agents Fee.
- (ii) A review of the position descriptions and classifications of Area Co-ordinator, Team Leader and Leading Hand.
- (iii) The introduction of a Senior Linesperson Grade.
- (iv) The Annualisation of the 24/7 Rotated Shiftwork
- (v) Salary Sacrifice for award employees.
- (vi) Review of leading hand rates
- (vii) Review of the bullying and harassment clause
- (viii) Provision of compensation for transfer of depot or starting point
- (ix) Introduction of phased early retirement.
- (x) Mortality Benefit
- (xi) Working Away from home provisions to apply to training and conferences.

The parties consent to the variation of the Award to include any of the above matters once resolved.

APPENDIX 1A

UNUSED ACCRUED SICK LEAVE

It has been agreed in principle that unused accrued sick leave can be (voluntarily by each employee) accessed. Implementation details will be worked out between Country Energy and the Union parties during the six months after the ratification of this Award. There are likely to be two accrual dates per year, spreading over more than one financial year. The option of salary sacrificing into superannuation will be investigated.

APPENDIX 1B

COMPETENCIES

The following Savings and Transition Clause from the 2003-05 Award is reconfirmed.

- i) The parties are committed to continue the introduction of the Competency Structure as agreed in 2003.
- ii) During the transition from the old structure to the new competency-based structure, if the structure and criteria has not been implemented, then an employee will be able to progress to the next salary step if the employee has available steps in their range. In addition, if an employee's position value bridges two grades, and then the employee will also be able to progress into the higher grade if he/she has not done so.
- iii) Upon the introduction of the Competency Structure where a particular competency is required but provision for training is not provided by Country Energy, an employee will progress to the next level under the Progression Schedule at the employee's anniversary for progression)
- iv) Country Energy will backdate increases that are determined from the implementation of the Competency Structure to either the appropriate date identified for the utilisation of the competencies, or to October 2003, whichever is appropriate.
- v) If an employee is assessed at a higher level than they occupy, then the employee shall move to that pay level immediately and is not required to wait 12 months.
- vi) Progression to another band will not be withheld when an employee is assessed as requiring competencies of a higher qualification to perform their role, either having attained the competency or having recognised through Recognition of Prior Learning (RPL)
- vii) The parties to the Award shall be involved in all aspects of the process of developing and implementing the Competencies Structure. Administration of the new Competency Structure shall be in accordance with the Country Energy Progression Guidelines Manual (CEM7062). Variations to the Progression Guidelines Manual will only be effected after consultation with the parties to the Award.

APPENDIX 1C

INDUSTRY EQUALISATION

- i) Country Energy agrees to work towards industry uniformity of assessing roles and remuneration of those roles during the life of this Award.
- ii) To achieve subclause (i) the parties agree to discuss and identify an appropriate mechanism for achieving a uniform method to evaluate Electricity Industry roles.

APPENDIX 1D**ISOLATED AREAS - INCLUDING INDIGENOUS ISSUES**

- i) The Award parties are agreed to proactively support recruitment and employment in isolated areas. The Union parties are also committed to an involvement in developing the terms of reference for such work and the work of the existing Recruitment Group for Isolated Areas.

Table 1 - Country Energy Rates Of Pay

Paypoint	\$ current	\$ 1.7.2005 4.6%	\$ 1.7.06 4.6%	AQF Level
1	399.23	417.59	436.80	
2	485.05	507.36	530.70	
3	561.70	587.54	614.57	
4	629.42	658.37	688.65	
5	650.85	680.79	712.11	
6	672.91	703.86	736.24	
7	683.94	715.40	748.31	
8	705.57	738.03	772.00	
9	719.75	752.86	787.49	
10	764.03	799.18	835.94	
11	794.68	831.25	869.48	
12	810.51	847.80	886.80	
13	826.80	864.83	904.61	
14	843.27	882.06	992.63	AQF 3
15	860.33	899.90	941.30	
16	877.55	917.92	960.14	
17	895.09	936.26	979.33	
18	912.77	954.76	998.68	
19	931.11	973.94	1018.74	
20	949.77	993.46	1039.16	
21	959.72	1003.87	1050.05	
22	968.76	1013.32	1059.93	
23	988.00	1033.45	1080.99	
24	1007.92	1054.28	1102.78	
25	1028.00	1075.29	1124.75	AQF4
26	1069.76	1118.97	1170.44	
27	1090.91	1141.09	1193.58	
28	1135.15	1187.37	1241.99	
29	1157.77	1211.03	1267.02	Diploma
30	1180.83	1235.15	1291.97	
31	1204.55	1259.96	1317.92	
32	1228.77	1285.29	1344.41	
33	1253.28	1310.93	1371.23	Advanced Diploma
34	1303.94	1363.92	1426.67	
35	1329.90	1391.75	1455.77	
36	1356.44	1481.84	1484.11	
37	1411.29	1476.21	1544.11	Technical Management
38	1468.48	1536.03	1606.69	
39	1527.64	1597.91	1671.41	
40	1589.40	1662.51	1738.99	

41	1621.29	1695.87	1773.88	
42	1653.59	1729.65	1809.21	
43	1753.98	1834.66	1919.05	
44	1825.71	1909.69	1997.54	

Table 2 - Country Energy Shift Allowances

Clause	Allowance Description	Amount (5%) 1/07/04 \$	Amount (4.6%) 1/07/05 \$	Frequency	Amount (4.6%) 1/07/06 \$
18	Shift Allowance				
	Afternoon shift	19.02	27.00*	Per Shift	28.24
	Night shift	19.02	33.61*	Per Shift	35.16
	Early morning shift	8.81	9.22	Per Shift	9.64

(* Denotes Flat Rate Increase)

Table 3 - Country Energy Allowances

Clause	Allowance Description	Amount (5%) 1/7/04 \$	Amount (4.6%) 1/7/05 \$	Frequency	Amount (4.6%) 1/07/06 \$
20	On Call Allowance	140.00	170.00*	Per Week	170.00*
	Per day Mon to Fri	28.00	29.29	Per Day	30.64
	Per Day Sat/Sun/Hol	42.00	43.93	Per Day	45.95
	Duty Officer Allowance	108.11	113.08	Per Week	118.31
	Per Day	21.62	22.61	Per Day	23.65
21	Meal Allowance	12.14	12.14	Per meal	12.14
38	First Aid Allowance	12.57	13.15	Per week	13.75
39	Leading Hand Allowance	49.60	51.88	Per week	54.27
40	Aircraft Allowance	16.09	16.83	Per day	17.60
41	Isolation Allowance	49.44	51.71	Per week	54.09
	Climatic Allowance	8.69	9.09	Per week	9.51
	Per Day at Location	1.74	1.82	Per day	1.90
42	Explosives Allowance	13.69	14.32	Per week	14.98
43	Telephone Allowance	13.98	14.62	Per week	15.29
45	Training Allowance	27.87	29.15	Per day	30.50

(* Denotes: Flat Rate Increase)

Table 4 - Country Energy Electrical Safety Allowance

Clause	Allowance Description	Amount 1/7/04	Amount 1/7/05 \$	Frequency	Amount 1/07/06 \$
46	Electrical Safety Allowance	N/A	34.50	Per week	44.50

R. W. HARRISON *D.P.*

(772)

SERIAL C4285**PUBLIC HOSPITALS LIBRARY STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union industrial organisation of employees.

(No. IRC 6427 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Conditions of Employment
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing Rates of Pay
7.	Grading Committee
8.	Transitional Arrangements
9.	Area, Incidence & Duration

Table A - Transitional Arrangements

1. Title

This award shall be known as the Public Hospitals Library Staff (State) Award

2. Conditions of Employment

The conditions of employment for employees covered by this award shall be as prescribed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award.

3. Salaries

The salaries for employees covered by this award shall be as prescribed by the Health Professional and Medical Salaries (State) Award.

The classifications of library staff shall be as follows:

Librarian

Library Technician

Library Assistant

4. Definitions

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

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

"Union" means the Health Services Union.

"Weekly Rates" will be ascertained by dividing the annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain an annual amount.

"Corporation" means the Health Administration Corporation.

"Librarian" means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Corporation to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Technician" means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Corporation to be equivalent that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

5. Descriptors

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.
- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Technician

Grade 1 - A para-professional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.

- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Librarian

Grade 1 - A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Grade 2 - An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service. This is the first level at which a Librarian may be responsible for managing a budget.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Grade 3 - A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.

- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.
- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Grade 4 - A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service, or may contribute towards the research activities at a tertiary teaching hospital.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

6. Commencing Rates of Pay

- (i) An employee appointed as a Librarian who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in the Health Professional and Medical Salaries (State) Award.
- (ii) An employee appointed as a Librarian who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in the Health Professional and Medical Salaries (State) Award.

7. Grading Committee

A committee consisting of two representatives of the Health Administration Corporation and two representatives of the Union shall be constituted to consider and recommend to the Corporation upon application by the Union or a hospital/Area Health Service:

- (i) The grading of any new position or variation of grading of a position as the result of substantial change in the duties and/or responsibilities or any grading anomaly; and
- (ii) The date of the effect of the grading recommended.

Provided that -

- (a) an employee shall, whilst the grading of the position is under consideration, be ineligible to be a member of the committee;
- (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (c) where a retrospective date of effect is recommended such date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.

8. Transitional Arrangements

- (i) Transitional guidelines are established in Table A of this Award. Existing employees in public hospitals who are to be covered by the new classifications mentioned in clause 1, Definitions, of this award, should be translated from their existing classifications using these guidelines.
- (ii) During the implementation of the transitional process, a party to this award can identify a grading outcome that is considered inappropriate having regard to the position descriptors contained in clause 5 of this award. In such situations, all such disputes will be referred to a central transitional committee established by the Corporation and the Union. This committee will have a membership of no more than six who will consider and recommend the appropriate grading outcome to the relevant Chief Executive Officer of the Area Health Service.
- (iii) The transitional arrangements in this clause should be implemented and completed for all existing employees, including any disputes, within four months from the date that this award is approved by the Industrial Relations Commission of NSW.

9. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Library Staff (State) Award published 25 June 2004 (345 I.G. 83) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

TABLE A

Transitional Arrangements

Current Award Classification/Grade	Proposed Award Classification/Grade
Graduate Yr 1	Librarian Grade 1, Yr 1
Graduate Yr 2	Librarian Grade 1, Yr 2

Graduate Yr 3	Librarian Grade 1, Yr 3
Graduate Yr 4	Librarian Grade 1, Yr 4
Graduate Yr 5	Librarian Grade 1, Yr 5
Graduate Yr 6	Librarian Grade 1, Yr 6
Graduate Yr 7	Librarian Grade 2, Yr 1
	Librarian Grade 2, Yr 2
	Librarian Grade 2, Yr 3
	Librarian Grade 2, Yr 4
Librarian Grade 1, Yr 1	Librarian Grade 3, Yr 1
Librarian Grade 1, Yr 2	Librarian Grade 3, Yr 2
Librarian Grade 2, Yr 1	Librarian Grade 3, Yr 2
Librarian Grade 2, Yr 2	Librarian Grade 3, Yr 3
Librarian Grade 2, Yr 3	Librarian Grade 3, Yr 4
Librarian Grade 3, Yr 1	Librarian Grade 4, Yr 1
Librarian Grade 3, Yr 2	Librarian Grade 4, Yr 2
Librarian Grade 3, Yr 3	Librarian Grade 4, Yr 3
	Librarian Grade 4, Yr 4
	Library Assistant, Yr 1
	Library Assistant, Yr 2
	Library Assistant, Yr 3
ALT Grade 2, Yr 1	Library Assistant, Yr 4
ALT Grade 2, Yrs 2, 3 & 4	Library Assistant, Yr 5
Library Technician, Yr 1	Library Tech Grade 1, Yr 1
Library Technician, Yr 2	Library Tech Grade 1, Yr 2
Library Technician, Yr 3	Library Tech Grade 1, Yr 3
Library Technician, Yr 4	Library Tech Grade 1, Yr 4

R. P. BOLAND *J.*

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(180)

SERIAL C3864

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Employers First, Industrial Organisation of Employers and State Peak Council, and others for leave to appeal and appeal a decision and orders in matter nos. IRC 3161 & 3162 of 2005.

(No. IRC 3986 of 2005)

Before The Honourable Justice Walton, Vice-President
Before Mr Deputy President Sams
Before Commissioner O'Neill

16 August 2005

VARIATION

1. Delete subclause 3.6, of clause 3, Wages, of the award made 22 June 2005, and insert in lieu thereof the following:
 - 3.6 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Table 2 - Additional Margins, and Table 3 - Additional Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 2 - Additional Margins

Item No.	Clause No.	Brief Description	Amount \$
1	3.3.1.1	Qualified Supervisor Certificate (Electrician)	29.60 per week
2	3.3.1.2	Certificate of Registration (Electrician)	15.95 per week
3	3.3.2	Leading Hand Allowance	40.00 per week
4	3.3.3	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	21.15 per week
5	3.3.4.1	Construction Work - Special Allowance	34.00 per week
6	3.3.5.1	Ship Repair Work - Tradespersons	11.85 per week
	3.3.5.2	All other labour	9.60 per week
7	3.3.6	Tradesperson and their assistants employed in large operating power houses	15.60 per week
8	3.5.1.2	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	21.15 per week
9	3.5.1.3	Apprentices engaged on ship repairs	11.85 per week

10	3.5.1.4	Apprentices engaged on construction work - Year of Apprenticeship 1 st year 2 nd year 3 rd year 4 th year	Per Week 20.75 30.30 39.15 46.40
11	3.5.2.2	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	21.15 per week
12	3.5.2.3	Trainee Apprentices engaged on ship repairs	11.85 per week
13	3.5.2.5	Trainee apprentices engaged on construction work- Year of Apprenticeship: 1 st year 2 nd year 3 rd year 4 th year	Per week 22.00 33.75 42.65 48.25
14	5.3.1	Tool Allowance	12.30 per week
14	5.7.1	Loss of Tools- maximum compensation	406.65
14	5.7.3	Employee liable to pay on each claim for compensation	The first \$66.00

Table 3 - Additional Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	15.1.1	Dirty Work Allowance	0.43 per hour
2	15.1.1.2.4	Ship Repair - Dirty Work Allowance	0.56 per hour
3	15.1.2	Confined Space Allowance	0.55 per hour
4	15.1.3	Insulation Material Allowance	0.56 per hour
5	15.1.4.1	Height Allowance - for each further 15 meters increase in height	0.47 per hour 0.47 per hour
	15.1.4.2	Working in bosun's chair or swinging scaffold at height of -15m -for each additional 15m	0.47 0.47
6	15.1.5.1	Wet Allowance	0.43 per hour
7	15.1.6.1	Hot Places Allowance - 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.43 per hour 0.56 per hour
8	15.1.7	Cold Places Allowance	0.43 per hour
9	15.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.16 per day
10	15.1.9	Toxic Substance Allowance	0.57 per hour
	15.1.9.4	Employees working in close proximity to employees so engaged with such substances	0.47 per hour
11	15.1.10.1	Underground Work Allowance	10.01 per week
	15.1.10.5	Underground Work Allowance maximum 4 days or shifts per week	2.01 per day or Shift
12	15.1.11.1	Submarine Allowance - for work inside hull	0.79 per hour
	15.1.11.2	For work in other compartments listed in 4.1.11.2	1.31 per hour
	15.1.11.3	For work inside "D", "O" and "R" tanks	1.55 per hour
13	15.1.2.4	Asbestos Allowance	1.56 per hour
14	15.1.13	Sewerage Ocean Outfall Plants Allowance	.80 per hour

15	15.2.1.1	On construction work at the construction sites of Australian Iron and Steel Ltd and others- Compensation for disabilities experienced at these sites	41.36 per week
16	15.2.2	Corrective Establishment Allowance	1.17 per hour
17	16.4.3	5 storey levels up to and including 15 storey levels From 16 storey levels up to and including 30 storey levels From 31 storey levels up to and including 45 storey levels From 46 storey levels up to and including 60 storey levels From 61 storey levels and above	39 cents per hour 47 cents per hour 72 cents per hour 92 cents per hour 1.16cents per hour
18	17	Distant Places Allowance -	
	17.1	Central Section	0.97 per day
	17.2	Western Division	1.61 per day
	17.3	Snowy Mountains Section	1.61 per day
19	28.3	First-aid Allowance	2.22 per day

3. This variation shall take effect from the first pay period to commence on or after 5 July 2005.

M. J. WALTON *J. Vice-President.*
P. J. SAMS *D.P.*
B. W. O'NEILL, Commissioner.

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ELECTRICIANS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, Industrial Organisation of Employers and State Peak Council, and others for leave to appeal and appeal a decision and orders in matter nos. IRC 3161 & 3162 of 2005.

(No. IRC 3986 of 2005)

Before The Honourable Justice Walton, Vice-President
 Before Mr Deputy President Sams
 Before Commissioner O'Neill

16 August 2005

VARIATION

1. Delete subclause 8.7 of clause 8, Wage Rates, of the award published 29 June 2001 (325 I.G. 808), and insert in lieu thereof the following:
 - 8.7 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Tables 1, 2, 3, and 5 of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Rates**

	Former Rate per week \$	SWC 2005 Arbitrated Safety Net Adjustment \$	Total per week \$	*Supplementary Payment per week \$
Electrical Mechanic	535.00	17.00	552.00	30.10
Electric Fitter	535.00	17.00	552.00	30.10
Electrical Instrument Fitter	559.80	17.00	576.80	32.40
Electronics Tradesperson	606.10	17.00	623.10	55.60
Plant Electrician shall be paid the same rate of pay as a Leading Hand Electrical Mechanic. NOTE: The margin for a Plant Electrician, calculated as prescribed above, is	571.40	17.00	588.40	32.70
Radio Mechanic or Fitter	535.00	17.00	552.00	30.10
Refrigeration and/or Air Conditioning Mechanic or Fitter	535.00	17.00	552.00	30.10
Battery Fitter	535.00	17.00	552.00	30.10
Electrician in charge of plant having a capacity of less than 75kw	544.10	17.00	561.10	31.30

Electrician in charge of plant having a capacity of 75 kW or more	568.50	17.00	585.50	33.00
Linesworker	507.20	17.00	524.20	27.90
Linesworker special class	526.40	17.00	543.40	29.40
Tradesperson and/or Linesworkers Assistant	464.60	17.00	481.60	24.40

*The supplementary payment prescribed shall be paid to all employees other than employees engaged on construction work.

Table 2 - Additional Margins

Item No.	Clause No.	Brief Description	Amount \$
1	4.1.1	Qualified Supervisor Certificate (Electrician)	29.60 per week
2	4.1.1	Certificate of Registration (Electrician)	16.00 per week
3	4.1.1	Licence Reimbursement Allowance - NSW "Qualified Supervisor Certificate"	0.45 (N/C)
4	4.1.2	Leading Hand Allowance	40.00 per week
5	4.1.3.1	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	21.15 per week
6	4.1.4.1	Construction Work - Special Allowance	74.85 per week
7	4.1.5	Ship Repair Work - Tradespersons All other labour	11.85 per week 9.60 per week
8	4.1.6	Tradesperson and their assistants employed in large operating power houses	15.60 per week
9	4.1.7	Electrical Tradespersons employed at Australian Gypsum Ltd., Camellia	18.80 per week
10	4.2.1.1	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	21.15 per week
11	4.2.1.2	Apprentices engaged on ship repairs	11.85 per week
12	4.2.1.3	Apprentices engaged on construction work - Year of Apprenticeship 1 st year 2 nd year 3 rd year 4 th year	Per Week 20.75 30.30 39.15 46.40
13	4.2.2.1	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	21.15 per week
14	4.2.2.2	Trainee Apprentices engaged on ship repairs	11.85 Per week
15	4.2.2.3	Trainee apprentices engaged on construction work - Year of Apprenticeship: 1 st year 2 nd year 3 rd year 4 th year	Per week 22.00 33.75 42.65 48.25
16	7.3.1	Tool Allowance	12.25 per week

Table 3 - Apprentice Rates

(i) Indentured Apprentices

(a) The minimum weekly rates of wages for Apprentices shall be as follows:

	Former Rate per week	SWC 2005 Arbitrated Safety Net Adjustment	Total per week
	\$	\$	\$
1 st year	202.95	6.09	209.05
2 nd year	275.45	8.26	283.70
3 rd year	397.85	11.94	409.80
4 th year	456.80	13.70	470.50

(ii) Trainee Apprentices

(a) The minimum weekly rates of wages for trainee apprentices shall be as follows:

	Former Rate per week	SWC 2005 Arbitrated Safety Net Adjustment	Total per week
	\$	\$	\$
1 st year	233.90	7.02	240.90
2 nd year	313.40	9.40	322.80
3 rd year	438.45	13.15	451.60
4 th year	480.95	14.43	495.40

Table 5 -Work Related Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	14.1.1	Dirty Work Allowance	0.43 per hour
2	14.1.1.3	Ship Repair - Dirty Work Allowance	0.56 per hour
3	14.1.2	Confined Space Allowance	0.56 per hour
4	14.1.3	Insulation Material Allowance	0.56 per hour
5	14.1.4.1	Height Allowance - for each further 15 meters increase in height	0.47 per hour 0.47 per hour
	14.1.4.2	Bosun's chair or swinging scaffold allowance - for each further 15 meters increase in height	0.47 per hour 0.47 per hour
6	14.1.5.1	Wet Allowance	0.43 per hour
7	14.1.6.1	Hot Places Allowance - 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.43 per hour 0.56 per hour
8	14.1.7	Cold Places Allowance	0.43 per hour
	14.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.16 per day
10	14.1.9.3	Toxic Substance Allowance Employees working in close proximity to employees so engaged with such substances	0.57 per hour 0.47 per hour
11	14.1.10.1	Underground Work Allowance	10.02 per week
	14.1.10.5	Underground Work Allowance maximum 4 days or shifts per week	2.01 per day or shift

12	14.1.11.1	Submarine Allowance - for work inside hull	0.79 per hour
	14.1.11.2	For work in other compartments listed in 4.1.11.2	1.31 per hour
	14.1.11.3	For work inside "D", "O" and "R" tanks	1.56 per hour
13	14.1.12.4	Asbestos Allowance	1.56 per week
14	14.2.1	Pilkington - A.C.I. Operations Pty Ltd	
		Electrical Workers Allowance	26.59 per week
		Electrical Tradesmen's Assistants Allowance	24.04 per week
15	14.2.2.1	AIS, JLA and BHP Construction Allowance	41.35 per week
16	14.2.2	Corrective Establishment Allowance	1.17 per hour
17	15.4.3	Up to and including 4 storey levels	Nil
		From 5 storey levels up to and including 15 storey levels	38 cents per hour
		From 16 storey levels up to and including 30 storey levels	42 cents per hour
		From 31 storey levels up to and including 45 storey levels	50 cents per hour
		From 46 storey levels up to and including 60 storey levels	61 cents per hour
		From 61 storey levels and above	68 cents per hour
18		Distant Places Allowance -	
	16.1	Central Section	0.96 per day
	16.2	Western Division	1.61 per day
	16.3	Snowy Mountains Section	1.61 per day
19	29	First-aid Allowance	2.22 per day

3. This variation shall take effect from the first pay period to commence on or after 26 July 2005.

M. J. WALTON *J, Vice-President.*
P. J. SAMS *D.P.*
B. W. O'NEILL, Commissioner.

(649)

SERIAL C4397**TANNING INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 264 of 2006)

Before Commissioner McLeay

14 February 2006

VARIATION

1. Delete paragraph (iii) (b), of clause 4, Wages of the Tanning Industry (State) Award, published 8 February 2002 (331 I.G. 157), and insert in lieu thereof the following:-
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2005. These adjustments may be offset against:
 - (1) any equivalent over award payments, and/or
 - (2) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof:

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

Classification	Former Rate \$	2005 SWC \$17.00 \$
Group 1	467.40	484.40
Group 2	484.10	501.10
Group 3	506.60	523.60
Group 4	527.50	544.50
Group 5	561.20	578.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Rates \$	2005 SWC \$
1	4 (ii)	Industry Allowance	20.00 per week	20.60
2	4 (vii)	Leading Hands in charge of 3 - 10 employees	21.40 per week	22.00
3	4 (vii)	Leading Hands in charge of 10 - 20 employees	32.50 per week	33.50
4	4 (vii)	Leading Hands in charge of more than 20 employees	41.20 per week	42.40
5	4 (viii)	First Aid Attendance	10.60 per week	10.90
6	6 (iii)	Fork Lift Allowance	0.47 per hour	0.48
7	12 (iii)	Meal Allowance - 1 st Meal	10.20	10.50

8	12 (iii)	Meal Allowance - 2 nd Meal	10.20	10.50
9	12 (iv)	Meal Allowance Cancellation of Overtime	10.20	10.50
10	13 (vii)	Meal Allowance Shift Workers	10.20	10.50
11	14	Special rates	0.47 per hour	0.48
12	36 (D) (iv) (a)	Super Contributions	16.20 per week	16.70

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 19 February 2006.

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

BUILDING CRANE DRIVERS (STATE) AWARD

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 1361 of 2004)

Before The Honourable Justice Kavanagh

22 June 2004

VARIATION

1. Insert after subclause (viii) of clause 8, Overtime, Saturday, Sunday & Public Holidays, of the award published 22 April 2005 (350 I.G. 345), the following new subclause:

(ix)

- (1) Subject to paragraph (2) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (2) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (3) For the purposes of paragraph (2) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and,
 - (e) any other relevant matter.

2. Insert after subclause (iii), of clause 5, Payment of Wages, the following new subclause:

- (iv) 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 paragraph (e) 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).
 - (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules)

that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

- (f) 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:
 - (g) 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
 - (h) 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.
 - (i) 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.
 - (j) 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.
 - (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (l) 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.
 - (m) 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 14 May 2004.
 - (n) In the case of employers who do not fall within paragraph (m) 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 or after 14 August 2004.
 - (o) For all other employers, from the beginning of the first pay period to commence on or after 14 November 2004.
3. This variation shall take effect from the beginning of the first pay period to commence on or after 22 June 2004.

T. M. KAVANAGH J.

BUILDING EMPLOYEES MIXED INDUSTRIES (STATE) AWARD

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 1361 of 2004)

Before The Honourable Justice Kavanagh

22 June 2004

VARIATION

1. Insert after subclause 15.5, of clause 15, Overtime, of the award published 16 November 2001 (329 I.G. 625), the following new subclause:

15.6 Reasonable Overtime

15.6.1 Subject to paragraph 15.6.2 below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.

15.6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.

15.6.3 For the purposes of paragraph 15.6.2 what is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family and carer responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and,
- (e) any other relevant matter.

2. Insert after subclause 23.7, of clause 23, Payment of Wages, the following new subclause:

23.8 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:

23.8.1 the employee has authorised the employer to make such deductions in accordance with paragraph 23.8.5 herein;

23.8.2 the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;

23.8.3 deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and

23.8.4 there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).

23.8.5 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in

- accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 23.8.6 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:
- 23.8.7 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
- 23.8.8 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.
- 23.8.9 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.
- 23.8.10 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.
- 23.8.11 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 23.8.12 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.
- 23.8.13 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 14 May 2004.
- 23.8.14 In the case of employers who do not fall within paragraph 23.8.13 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 or after 14 August 2004.
- 23.8.15 For all other employers, from the beginning of the first pay period to commence on or after 14 November 2004.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 22 June 2004.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

PLANT, &c., OPERATORS ON CONSTRUCTION (STATE) AWARD

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 1361 of 2004)

Before The Honourable Justice Kavanagh

14 May 2004

VARIATION

1. Delete subclause (vi), of clause 15, Overtime, of the award published 16 November 2001 (329 I.G. 625), and insert in lieu thereof the following:

(vi)

- (1) Subject to paragraph (2) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (2) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (3) For the purposes of paragraph (2) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and,
 - (e) any other relevant matter.
2. This variation shall take effect from the beginning of the first pay period to commence on or after 14 May 2004.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

GLASS WORKERS (STATE) AWARD

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 1361 of 2004)

Before The Honourable Justice Kavanagh

22 June 2004

VARIATION

1. Insert after subclause (7), of clause 35, Payment of Wages, of the award published 20 April 2001 (324 I.G. 84), the following new subclause:
 - (8) 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 paragraph (e) 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).
 - (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
 - (f) 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:
 - (g) 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
 - (h) 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.
 - (i) 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.
 - (j) 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.

- (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (l) 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.
 - (m) 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 14 May 2004.
 - (n) In the case of employers who do not fall within paragraph (m) 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 or after 14 August 2004.
 - (o) For all other employers, from the beginning of the first pay period to commence on or after 14 November 2004.
2. This variation shall take effect from the beginning of the first pay period to commence on or after 22 June 2004.

T. M. KAVANAGH J.

(001)

SERIAL C3811**BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD**

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 1361 of 2004)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Sams
Commissioner O'Neill

10 June 2005

VARIATION

1. Insert after subclause 23.7, of clause 23, Payment of Wages, of the award published 31 August 2001 (327 I.G. 279), the following new subclause:

23.8 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 (e) 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).

Note: The conditions of casual employment under this award are set out in clause 13.2.

- (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (f) 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:
- (g) 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
- (h) 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.
- (i) 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.

- (j) 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.
 - (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (l) 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.
 - (m) This clause shall not apply to apprentices engaged by employers that are respondent to, or otherwise bound by the National Building and Construction Industry Award 2000.
 - (n) 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 10th June 2005.
 - (o) In the case of employers who do not fall within subparagraph (m) 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 or after 12th September 2005.
 - (p) For all other employers, from the beginning of the first pay period to commence on or after 12th December 2005.
2. Delete paragraph 29.9 (a), of clause 29, Overtime And Special Time, and insert in lieu thereof the following:
- 29.9 (a) (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and,
 - (e) any other relevant matter.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 June 2005.

M. J. WALTON *J, Vice-President.*
P. J. SAMS *D.P.*
B. W. O'NEILL, Commissioner.

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(046)

SERIAL C3810**JOINERS (STATE) AWARD**

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 1361 of 2004)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Sams
Commissioner O'Neill

10 June 2005

VARIATION

1. Delete subclause 28.3, of clause 28, Overtime and Special Time, of the award published 26 October 2001 (328 I.G. 1142), and insert in lieu thereof the following:

23.8 (a)(i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.

(ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.

(iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family and carer responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and,
- (e) any other relevant matter.

2. Insert after subclause 43.3, of clause 43, Payment of Wages, the following new subclause:

43.4 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 (e) 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).

Note: The conditions of casual employment under this award are set out in clause 12.

- (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (f) 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:
 - (g) 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
 - (h) 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.
- (i) 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.
- (j) 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.
- (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (l) 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.
- (m) This clause shall not apply to apprentices engaged by employers that are respondent to, or otherwise bound by the National Joinery and Building Trades Products Award 2000.
- (n) 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 10th June 2005.
- (o) In the case of employers who do not fall within subparagraph (m) 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 or after 12th September 2005.
- (p) For all other employers, from the beginning of the first pay period to commence on or after 12th December 2005.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10th June 2005.

M. J. WALTON *J, Vice-President.*
P. J. SAMS *D.P.*
B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(358)

SERIAL C3868

GOVERNMENT RAILWAYS (BUILDING TRADES MAINTENANCE STAFF) AWARD

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 1361 of 2004)

Before The Honourable Justice Kavanagh

14 May 2004

VARIATION

1. Insert after subclause (viii), of clause 4, Overtime, of the award published 14 June 2002 (334 I.G. 465), the following new subclauses:

- (ix) Subject to paragraph (x) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (x) 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.
- (xi) For the purposes of paragraph (x) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

2. Delete clause 22, Terms of Employment, and insert in lieu thereof the following:

22. Terms of Employment

- (i) Payment of wages shall be by electronic funds transfer to account. In cases where hardship may occur due to inaccessibility of facilities, consideration will be given to payment by cheque.
- (ii) 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).
 - (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
 - (f) 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:
 - (g) 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
 - (h) 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.
 - (i) 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.
 - (j) 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.
 - (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (l) 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.
 - (m) 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 14th May 2004.
 - (n) In the case of employers who do not fall within subparagraph (m) 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 or after 14th August 2004.
 - (o) For all other employers, from the beginning of the first pay period to commence on or after 14th November 2004.
- (iii) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.

- (iv) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- (v) Any direction issued by an employer pursuant to subclauses (ii) and (iii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(This clause inserted matter no. 768/91 op. 27.9.91).

- 3. This variation shall take effect from the beginning of the first pay period to commence on or after 14th May 2004.

T. M. KAVANAGH J.

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(357)

SERIAL C3869**GOVERNMENT RAILWAYS (BUILDING TRADES CONSTRUCTION STAFF) AWARD**

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 1361 of 2004)

Before The Honourable Justice Kavanagh

14 May 2004

VARIATION

1. Insert after subclause (vii), of clause 5 Overtime, of the award published 14 June 2002 (334 I.G. 483), the following new subclauses:
 - (viii) Subject to subclause (ix) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (ix) 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.
 - (x) For the purposes of subclause (ix) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 2 Delete clause 15, Payment of Wages, and insert in lieu thereof the following:

15. Payment of Wages

- (i) One day of each period shall be recognised as pay day for each job. It shall be not later than the same day in each period. When or before payment of wages is made to an employee they shall be issued with a docket showing at least the gross amount of wages and the amount of any deductions which are made from his earnings. Employees shall be paid during ordinary working hours. If they are paid during the usual mealtime such time so occupied shall be added to the actual mealtime.
- (ii) Any employee required to wait after their ordinary ceasing time to receive his wages shall be paid at ordinary rates for all time kept waiting to be paid. When employees are discharged, except for misconduct they shall be paid all wages due to them at the time of their discharge. In the case of discharge for misconduct or of resignation they shall be paid all wages due to them within twenty-four hours after discharge or the timekeeper and/or ganger is notified of resignation by the employee. In the case of any delay beyond the time herein stated they shall be paid at ordinary rates for all working time they are kept waiting.

- (iii) Provided that payment of wages shall be by electronic funds transfer to account. In cases where hardship may occur due to inaccessibility of facilities, consideration will be given to payment by cheque.

(3rd subclause of Clause 15 inserted matter no. 769/91 op. 27.9.91)

- (iv) 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).
 - (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
 - (f) 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:
 - (g) 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
 - (h) 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.
 - (i) 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.
 - (j) 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.
 - (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (l) 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.

- (m) 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 14th May 2004.
 - (n) In the case of employers who do not fall within subparagraph (m) 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 or after 14th August 2004.
 - (o) For all other employers, from the beginning of the first pay period to commence on or after 14th November 2004.
3. This variation shall take effect from the beginning of the first pay period to commence on or after 14th May 2004.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(301)

SERIAL C3870**ENGINE DRIVERS, &c., GENERAL (STATE) AWARD**

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 1361 of 2004)

Before The Honourable Justice Walton, Vice-President

14 May 2004

VARIATION

1. Insert after subclause 9.12, of clause 9, Payment of Wages, of the award published 18 March 2005 (349 I.G 293), the following new subclause:

9.13 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 (e) 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).
- (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (f) 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:
 - (g) 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
 - (h) 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.
- (i) 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.
- (j) 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.

- (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (l) 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.
- (m) 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 14th May 2004.
- (n) In the case of employers who do not fall within subparagraph (m) 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 or after 14th August 2004.
- (o) For all other employers, from the beginning of the first pay period to commence on or after 14th November 2004.

2. Delete paragraph 21.6(a), of clause 21, Overtime, and insert in lieu thereof the following:

21.6 (a)

- (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 14th May 2004.

T. M. KAVANAGH *J.*

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(537)

SERIAL C3871

PLASTERERS, SHOP HANDS AND CASTERS (STATE) CONSOLIDATED AWARD

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 1361 of 2004)

Before The Honourable Justice Kavanagh

14 May 2004

VARIATION

1. Insert after subclause 5(ii), of clause 5, Payment of Wages, of the award published 15 February 2002 (331 I.G. 387), the following new subclause:
 - (iii) 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 (e) 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).
 - (e) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
 - (f) 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:
 - (g) 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
 - (h) 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.
 - (i) 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.

- (j) 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.
 - (k) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (l) 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.
 - (m) 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 14th May 2004.
 - (n) In the case of employers who do not fall within subparagraph (m) 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 or after 14th August 2004.
 - (o) For all other employers, from the beginning of the first pay period to commence on or after 14th November 2004.
2. Delete subclause (iv), of clause 6, Overtime, and insert in lieu thereof the following:
- (iv)
 - (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 14th May 2004.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(782)

SERIAL C3872

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

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 1361 of 2004)

Before The Honourable Justice Kavanagh

14 May 2004

VARIATION

1. Delete subclause 5(x), of clause 5, Overtime, of the award published 21 June 2002 (334 I.G. 557), and insert in lieu thereof the following:
 - (x)
 - (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;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
2. Delete subclause 5 (xii), of the said clause 5.
3. This variation shall take effect from the beginning of the first pay period to commence on or after 14th May 2004.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1367)

SERIAL C4412

COUNTRY ENERGY ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Country Energy.

(No. IRC 190 of 2006)

Before Commissioner Connor

2 February 2006

VARIATION

1. Insert after subclause (iv) of clause 26, Personal Carer's Leave, of the award made 5 October 2005, the following new subclause:

- (v) Personal Carers Entitlements for casual employees

Subject to the evidentiary and notice requirements in (ii) and (iii) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (iv) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

2. Insert after subclause (5), of clause 29, Parental Leave, the following new subclause:

(6)

- (i) Refer to the *Industrial Relations Act 1996 (NSW)*. The Following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

- (ii) An employer must not fail to re-engage a regular casual employee (s.53(2) of the Act) because:

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

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

- (iii) Right of Request

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

- (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
(b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

- (C) Employee's request and the employer's decision to be in writing The employee's request and the employer's decision made under iii(A)(b) and iii(a)(c) must be recorded in writing.

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

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

- (iv) Communication during parental leave

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

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

- (b) The employee shall also take reasonable steps to inform the employer

About any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to work on a part-time basis.

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

- 3. Insert after subclause (ii), of clause 30, Bereavement Leave, the following new subclause:

- (iii)

- (a) subject to the evidentiary and notice requirements in 26(iii) casual employees are entitled to not be available to attend work, or leave work upon the death in Australia of a person prescribed in subclause (iv) of Clause 26 Personal Carers Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are not otherwise affected.

4. This variation shall take effect from the beginning of the first pay period to commence on or after 2 February 2006.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

ELECTRICIANS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4004 of 2005)

Before Commissioner Ritchie

26 August 2005

VARIATION

1. Delete Table 4 of Part B of the award published 29 June 2001 (325 I.G. 808) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 4 - Expense Related Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	6.3.3	Motor Vehicle allowance	0.64/km
2	6.4.3.1 & 6.4.3.2.1	Daily average excess fares, construction work, etc, allowance	10.70 per day
3	6.4.3.2.2.3	Weekly average excess fares rate	50.85 per week
4	19.8 & 20.4.2.1	Meal allowance	8.95 per meal
5	10.1	Living Away from Home Allowance	356.60 per week 50.95 per day
6	10.4.3.1	Camping Allowance	13.90 per day

2. This variation shall take effect from the first full pay period to commence on or after the 26 August 2005.

D. W. RITCHIE, Commissioner.

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(180)

SERIAL C4088

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4003 of 2005)

Before Commissioner Ritchie

26 August 2005

VARIATION

1. Delete Table 4 - Expense Related Allowances of Part B, Monetary Rates of the award made 22 June 2005 and insert in lieu thereof the following:

Table 4 - Expense Related Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4.3.3	Motor Vehicle Allowance	0.64/km
2	4.4.3.1	Daily Average Excess Fares, Construction Work etc, Allowance	10.70 per day
3	4.4.3.2.2.2.	Weekly Average Excess Fares Rate	\$50.85
4	7.1.1	Living Away from Home Allowance	499.80 per week
5	7.3.3.1	Camping Allowance	13.90 per day
6	19.8.1 & 20.4.2.1	Meal Allowance	8.95 per meal

2. This variation shall take effect from the first full pay period to commence on or after 26 August 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(135)

SERIAL C4244**CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union industrial organisation of employees.

(No. IRC 5610 of 2005)

Before The Honourable Justice Schmidt

13 December 2005

VARIATION

1. Delete clause 1, Arrangement, of the award published 14 February 1997 (296 I.G. 619), and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
13.	Allowances and Expenses
14.	Annual Leave
2.	Anti-Discrimination
31.	Area, Incidence and Duration
1.	Arrangement
21.	Award Display
17.	Bereavement Leave
5.	Casual Employees
8.	Classification Structure
22.	Deduction of Union Fees
3.	Definitions
30.	Dispute Avoidance and Grievance Procedure
25.	Enterprise Consultative Mechanism
28.	Exemptions
10.	Hours of Work - Shift Workers
9.	Hours of Work - Weekly Employees
18.	Jury Service
23.	Labour Flexibility
32.	Other Legislation
12.	Overtime
6.	Part-Time Employees
7.	Payment of Wages
16.	Personal/Carer's Leave
27.	Redundancy
29.	Salary Packaging
15.	Sick Leave
31.	Telephone Canvassers other than for the sale of goods
11.	Sundays and Holidays
19.	Superannuation
26.	Termination of Employment
4.	Terms of Engagement
24.	Training
20.	Union Notice Board

PART B

Table 1 - Monetary Rates

Table 2 - Juniors

Table 3 - Telephone Canvassers

Table 4 - Other Rates And Allowances

2. Renumber the clauses in the body of the award to reflect the new Arrangement as follows:

2. Anti - Discrimination

- 2.1 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 carer's responsibilities.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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."

3. Definitions

- 3.1 Union shall mean the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (United Services Union).
- 3.2 Trainee is an individual who is a signatory to a training agreement registered with the relevant NSW Training Authority and is involved in paid work and structured training, which may be on or off the job. A trainee can be full-time, part-time or school-based. Trainees are employed in accordance with the Training Wage (State) Award 2002.

4. Terms of Engagement

- 4.1 All employees shall be employed as weekly, casual or part-time employees.
- 4.2 An employer shall inform each employee as to the terms of his/her engagement and, in particular, whether he/she is a weekly, part-time or casual employee, employed on day or shift work.

5. Casual Employees

- 5.1 "Casual employee" shall mean an employee who is engaged and paid as such.
- 5.2 Subject to this clause, the hours of work shall be those prescribed by Clause 9 (Hours of work) or Clause 10 (Shift work).
- 5.3 Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees, in the establishment whichever is the lesser plus 20 per cent..
- 5.4 Casual employees shall be entitled to a minimum payment of four hours' work at the appropriate rate for each shift.
- 5.5 Where overtime and shift loadings are payable as provided for in Clause 10 and Clause 12, these shall be paid in addition to the rate provided for in sub clause 5.3.

6. Part-Time Employees

- 6.1 A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly clerical employees employed by the employer, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- 6.2 Subject to this clause, the provisions of Clause 9 (Hours of work) or Clause 10 (Shift work) shall apply to part-time employees.
- 6.3 Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight. or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees, in the establishment whichever is the lesser.
- 6.4 The terms of this award shall apply pro rata to part-time employees.
- 6.5 Notwithstanding the provisions of this clause, the Union and an employer may agree, in writing, to observe other conditions in order to meet special cases.

7. Payment of Wages

- 7.1 Wages shall be paid weekly or fortnightly, in cash, by cheque or electronic funds transfer. Prior to its introduction the employer should discuss the implementation of fortnightly pay with the employees.
- 7.2 The minimum rates of wages per week for adult employees shall be as set out in Part B Table 1 - Monetary Rates.
- 7.3 The minimum rates of wages for junior employees shall be as set out in Part B - Table 2 - Juniors. Junior rates shall be calculated to the nearest five cents.

7.4 State Wage Case Adjustment

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

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

8. Classification Structure - Clerical and Administrative Employees Only

Note: For the classification and conditions relating to Telephone Canvassers (other than for the sale of goods) see clause 31.

All adult employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in sub-clauses 8.1.1, 8.2.1, 8.3.1, 8.4.1 or 8.5.1 of this clause.

8.1 Grade 1

8.1.1 A grade 1 position is described as follows

- (i) The employee may work under direct supervision with regular checking of progress.
- (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

8.1.2 Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

8.2 Grade 2

8.2.1 A Grade 2 position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.
- (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

8.2.2 Indicative tasks of a Grade 2 position are:

UNIT	ELEMENT
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post Journals to ledger

8.3 Grade 3

8.3.1 A Grade 3 position is described as follows:

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

8.3.2 Indicative tasks of a Grade 3 position are:

UNIT	ELEMENT
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow-up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

8.4 Grade 4

8.4.1 A Grade 4 position is described as follows:

- (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

8.4.2 Indicative tasks of a Grade 4 position are:

UNIT	ELEMENT
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system

	Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various set-ups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

8.5 Grade 5

8.5.1 A Grade 5 position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management and evaluation of the work of others.
- (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

8.5.2 Indicative tasks of a Grade 5 position are:

UNIT	ELEMENT
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation

Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

8.6 List of Employees Graded

An employer shall keep a list of employees and the grade in which they are employed pursuant to 4.1, and each employee shall be notified in writing within 14 days of appointment to that and subsequent graded positions.

9. Hours of Work - Weekly Employees

9.1 Subject to paragraph 9.2 the ordinary hours of work exclusive of meal hours shall not exceed an average of 38 hours per week and except as provided in clause 10, Shift Work, shall be worked between the hours of 6:00am and 6:00pm, Monday to Friday inclusive, and between the hours of 6:00am and 12:00 noon on a Saturday and shall be worked in one of the following ways:

- (i) on 19 days over a 4-week cycle; or
- (ii) on 10 days over a 2-week cycle; or
- (iii) on 5 days in any week; or
- (iv) on 5 and one-half days in any week; or
- (v) where the employer and employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this sub-clause, may accumulate to a maximum of 5 days. These accumulated days may be taken at any time mutually agreed between the employer and employee and shall be taken within six months of accrual.

Notwithstanding any other provision of this award the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but no more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

9.2 An employer shall adopt working hours other than a 5½ day week in any case in which the ordinary week's work of 38 hours can be performed as aforesaid without:

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficiency of the necessary services

and provided that a majority of the employees in such establishment desire to work their ordinary hours in other than five and a half days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in other than 5½ days without detriment, loss or reduction as aforesaid shall be determined by the Industrial Relations Commission of New South Wales or the Clerks (State) Conciliation Committee upon application made by or on behalf of the employees. Upon such an application, proof of such detriment, loss or reduction as aforesaid shall be upon the employer.

It is a condition of the allowing of a 19 day/4 week cycle, a 10 day/2 week cycle or a 5 day week that, if required, employees shall comply with the reasonable and lawful orders of the employer as to working overtime including working of overtime on Saturday.

- 9.3 Where a 19 day/4 week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday inclusive, between the hours of 6:00am and 6:00pm.
- 9.4 Where a 10 day/2 week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday, on 9 days of the cycle and 4 hours on any one day of the cycle, between the hours of 6:00am and 6:00pm.
- 9.5 Where a 5 day week is worked the ordinary hours of work shall be worked between the hours of 6:00am and 6:00pm, Monday to Friday inclusive, such that either:
- (i) the ordinary hours of work on 4 days of any one week shall not exceed 8 hours and on one day of the week shall not exceed 6 hours; or
 - (ii) the ordinary hours of work on each day of the week shall not exceed 7 hours and 36 minutes.
- 9.6 Where a 5½ day week is worked the ordinary hours of work shall be worked so that they shall not exceed 6 hours and 48 minutes per day, Monday to Friday inclusive, and 4 hours on Saturday.
- 9.7 The starting time when once fixed in accordance with this sub-clause shall not be altered without seven days' notice being given by the employer to the employees. However, in an emergency, an employer and an employee may agree to change such employee's commencing and ceasing times with less than seven days' notice; provided that the employee shall be entitled to have the union delegate present when such matters are discussed.
- 9.8 Meal Breaks:
- 9.8.1 Employees whose ordinary working hours fall between 6.00 a.m. and 6.00 p.m. shall be allowed a meal break of not less than thirty minutes nor more than one hour between the hours of 11.00 a.m. and 2.30p.m.
- 9.8.2 An employee shall not be required to work more than five hours without a break for a meal, except in the following circumstances where up to six hours may be worked without a break for a meal:
- (i) Where employees are working in accordance with sub-clause 9.5(i); or
 - (ii) where a casual employee or a part-time employee is engaged to work no more than six hours in any one day.
- 9.8.3 The employer and employee may, by mutual agreement, alter the commencing time of the lunch break.
- 9.9 Saturday Loadings:
- 9.9.1 For each Saturday an employee works ordinary hours of work he/she shall be paid the amounts set out in Item 1 of Table 4 - Other Rates and Allowances, of Part B, Monetary Rates, by way of a fixed loading in addition to the appropriate pay.

- 9.9.2 Such amounts shall not be taken into consideration in calculating any payments for overtime or public holidays or for any periods of long service leave or sick leave.

10. Hours of Work - Shift Workers

10.1 Definitions - In this clause:

- 10.1.1 A "shift worker" means an employee whose ordinary hours of work are in accordance with the shifts defined in paragraphs 10.1.2 to 10.1.6.
- 10.1.2 "Afternoon shift" means any shift finishing after 6:00pm and at or before 11:00pm provided that where the majority of employees in an establishment finish afternoon shift at a later time, up to 12 midnight, clerical employees may be required to work the same hours.
- 10.1.3 "Night shift" means any shift starting at or after 11:00pm and at or before 5:00am or finishing subsequent to 11:00pm and at or before 6:00am.
- 10.1.4 "Permanent shift" means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.
- 10.1.5 "Early Morning shift" applies to an employee whose ordinary hours on a regular shift commence between 5:00am and 6:00am except where such a shift is part of a shift system and preceding an afternoon shift finishing at 11:00pm.
- 10.1.6 "Seven-day shift worker" means an employee who is rostered to work regularly on Sundays and public holidays.

10.2 Hours, Shift Allowances, Special Rates, Meal Interval

- 10.2.1 Notwithstanding any other provisions of this award and subject to the provisions of sub-clause 10.1, an employee may be employed upon shifts, in which case the ordinary hours shall not exceed eight in any consecutive twenty-four; or forty per week; or eighty in fourteen consecutive days; or one hundred and fifty-two in any twenty-eight consecutive days.

Provided that the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but not more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned. In addition the arrangement shall average 38 hours per week over the shift cycle.

- 10.2.2 Times of beginning and ending the shift of any employee may in any case be varied by agreement between the employer and the employee or in the absence of agreement may be varied by at least one week's notice given by the employer to the employee.
- 10.2.3 A shift worker employed on shift shall for work done during the ordinary hours of any such shift be paid ordinary rates prescribed by clause 5, Classification Structure and Wages, plus the following additional percentage of the graded rate of pay applicable as prescribed by clause 5.

Afternoon shift	at the rate of 17 per cent
Night shift	at the rate of 20 per cent
Permanent night shift	at the rate of 26 per cent
Early morning shift	at the rate of 10 per cent

Allowances in accordance with this clause shall be calculated in multiples of 10 cents, amounts of less than 5 cents being taken to the lower multiple and amounts of 5 cents or more being taken to the higher multiple.

10.2.4 Juniors - Junior employees working Shift Work shall be paid as follows:

- (i) A junior who is equivalent to Grade 3 or higher, shall be paid the additional percentage of the Grade 3, Adult Rate.
- (ii) All other junior employees shall be paid the additional percentage of the Grade 1, Adult Rate.

10.2.5 A shift worker whose rostered day off coincides with a public holiday shall be paid a day's pay additional to his/her weekly wage, or have a day added to his/her annual leave.

10.2.6 A shift worker whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day shall be paid:

Saturday	time and one-half
Sunday	time and three-quarters
Holidays	double time and one-half

10.2.7 Where ordinary shift hours commenced between 11:00pm and midnight on a Sunday or holiday, the ordinary time worked before midnight shall not entitle the shift worker to the Sunday or holiday rate. Provided that the ordinary time worked by a shift worker 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 ordinary time worked on such Sunday or holiday.

10.2.8 At least twenty minutes shall be allowed to a shift worker for a meal during each shift before the expiration of five hours. Such meal break shall be counted as time worked.

10.3 Overtime

10.3.1 All time worked by a shift worker in excess of the hours provided in 10.2.1 shall be paid time and one-half for the first two hours and double time thereafter. In computing overtime, each day shall stand-alone.

10.3.2 A shift worker required to work overtime in excess of one hour on any shift shall be paid meal money, as set in Item 2 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates. If overtime exceeds five hours on any shift a further meal allowance of the same amount shall be paid.

10.4 Work on a Rostered Day Off

10.4.1 An employee required to work on a rostered day off shall be paid the rate prescribed in sub-clause 10.3 except for time worked on Sundays, which shall be paid for at the rate of double time and time worked on public holidays, which shall be paid for at the rate of double time and one-half.

10.4.2 Where work is performed as prescribed in paragraph 10.4.1 on a Sunday or a holiday, such employee shall be paid a minimum of four hours at the appropriate rate.

10.5 Special Rates not Cumulative - The penalties herein prescribed are in substitution for and not cumulative upon the shift allowances prescribed in 10.2.

10.6 Casual and Part-Time Shift Workers - Casual and part-time shift workers shall receive the allowance prescribed in paragraph 10.2.3.

10.7 Restrictions on Shift Work

10.7.1 No employee under 18 years of age shall be employed on shift work.

- 10.7.2 Employees under 21 years of age shall not be employed on the night shift, except employees not younger than 19 years of age whilst working on a training programme. The restriction on night shift shall not apply in these cases.

11. Sundays and Public Holidays

- 11.1 New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to sub-clause 11.2, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- 11.2 In addition to the holidays specified in 11.1, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.
- 11.3 Any dispute concerning the day on which an additional holiday is to be taken by an employee may be referred to the Industrial Committee.
- 11.4 No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays, referred to in 11.1 of this clause, fall.
- 11.5 For work done on any of the holidays, referred to in sub-clause 11.1 of this clause, an employee shall be paid double time and one-half and shall be paid for a minimum of four hours' work.
- 11.6 For work done on a Sunday an employee shall be paid double time with a minimum payment of four hours.
- 11.7 Where an employee is absent on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

12. Overtime

- 12.1 All time worked outside the ordinary hours of work prescribed by clause 9 or 10 of this award, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime at the rate of double time shall be paid for all time worked after 12:00 noon on a Saturday. In calculating overtime each day's work shall stand alone.
- 12.2 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 of successive days. An employee, other than a casual 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 ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 12.3 Notwithstanding anything contained in clause 9 Hours, and sub-clause 12.1, employees whose fixed hours of employment are less than thirty-eight hours per week, may be worked without the payment of overtime up to two hours after the fixed finishing time on any one day, on not more than four days in any calendar month, or eight days in any two consecutive calendar months; provided that, in any case, an employee shall not be required to work more than nine hours in any one day nor more than thirty-eight hours in any one week without the payment of overtime provided further that such nine hours shall be worked between 6:00am and 6:00pm Monday to Friday, inclusive.

12.4 In computing overtime any portion of an hour of less than thirty minutes shall be reckoned as thirty minutes and any portion in excess of thirty minutes shall be reckoned as one hour.

12.5 Reasonable Overtime

12.5.1 Subject to clause 12.5.2 an employer may require an employee to work reasonable overtime at overtime rates.

12.5.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

12.5.3 For the purposes of clause 12.5.2 what is unreasonable or otherwise will be determined having regard to:

- (i) Any risk to employee health and safety;
- (ii) The employee's personal circumstances including any family and carer responsibilities;
- (iii) The needs of the workplace or enterprise;
- (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) Any other relevant matter.

12.6 Time Off In Lieu Of Payment For Overtime

12.6.1 An employee may elect, with 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 months of this election.

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

12.6.3 If, having elected to take time off as leave in accordance with sub-clause 12.6.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

12.6.4 Where no election is made in accordance with sub-clause 12.6.1 the employee shall be paid overtime rates in accordance with the award.

13. Allowances and Expenses:

13.1 Meal Allowance - An employee working overtime shall be paid a meal allowance as set out in Table 4 - Other Rates and Allowances of Part B - Monetary Rates in any of the following circumstances:

Employees other than shift workers:

When required to work beyond 6:00pm.

If overtime continues beyond 10:00pm - a further allowance.

Shift workers:

When required to work overtime in excess of one hour on any shift

If overtime exceeds five hours on any shift - a further allowance.

Where the union agrees, an employer may supply employees with a suitable meal in which case the allowance shall not be payable.

- 13.2 Higher Duties - An employee, when required to perform any of the duties in a classification higher than their usual classification in the absence of the employee normally exercising such duties or when required to perform such duties on a temporary basis, shall be paid at least the rate which would be applicable if such duties were performed on a permanent basis; provided that this clause shall not apply when the time period is less than one day.
- 13.3 Finishing At Night When an employee, working overtime, finishes work at a time when the usual means of transport are not available, then the employer shall:
- (i) provide transport or shall pay the employee at his/her ordinary rate for the time taken to reach home; or
 - (ii) pay the employee any additional expense incurred in reaching his/her home by reasonable means of transport.
- 13.4 Travelling Expenses
- 13.4.1 An employee who, in the course of his/her duty, is required to go to any place away from their usual place of employment, shall be paid all reasonable expenses actually incurred.
- 13.4.2 When an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.
- 13.5 Car Allowance - Any employee required to provide a car shall be paid the weekly allowances as set out in Table 4 - Other Rates and Allowances of Part B - Monetary Rates.
- Where an employee is required to use his/her car by his/her employer on a casual or incidental basis, he/she shall be paid the allowance as set out in Item 5 of Table 4 of Part B - Monetary Rates per kilometre travelled, during such use.
- If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.
- 13.6 Uniforms - Where an employee is required or encouraged by the employer to wear a distinctive uniform, coat, overall or dress, this shall be supplied by the employer, free of charge, to the employee. Where the nature of the work performed by the employee requires the provision of protective clothing this shall be supplied by the employer, free of charge, to the employee. Such uniform or other clothing shall remain the property of the employer and thereof shall be returned to the employer in the event of the termination of the employment.
- 13.7 First-Aid Allowance An employee who has been trained to render first aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body shall be paid a weekly allowance as set out in Item 6 of Table 4 - Other Rates and Allowances of Part B - Monetary Rates if the employee is appointed by an employer to perform first-aid duty.

14. Annual Leave

14.1 Entitlement:

- 14.1.1 Employees other than seven-day shift workers: See *Annual Holidays Act 1944* ("the Act").

14.1.2 In addition to the leave provided for by subclause 14.1.1, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

14.2 Annual leave loading

14.2.1 Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this clause.

(NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see 14.2.4.)

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

14.2.3 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.

(NOTE: See 14.2.5 as to holidays taken wholly or partly in advance.)

14.2.4 The loading is the amount payable for the period or the separate period, as the case may be, stated in sub-clause 14.4 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, but shall not include the amount prescribed in 9.9.1 of this award, or any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.

14.2.5 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such 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 14.2.4 applying the award rates of wages payable on that day. This sub-clause applies where an annual holiday has been taken wholly or partly in advance.

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

- (i) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with 14.2.4;
- (i) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.

14.2.7

- (i) Where the employment of an employee is terminated by the employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the

employee shall be paid a loading calculated in accordance with 14.2.3 for the period not taken.

- (ii) Except as provided in 14.2.7(i), no loading is payable on the termination of an employee's employment.

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

15. Sick Leave

15.1 This clause shall not apply to employees covered by the Clerical and Administrative Employees (Catholic Family Leave) (State) Award.

15.2 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.

15.3 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.

15.4 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.

15.5 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 15.2 shall not be reduced as a consequence of the operation of this paragraph.)

15.6 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.

15.7 An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to worker's 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 for each week during which such difference is paid be proportionately reduced.

15.8 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.

15.9 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.

15.10 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.

15.11 If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

16. Personal/ Carer's Leave

16.1 This clause shall not apply to employees covered by the Clerical and Administrative Employees (Catholic Family Leave) (State) Award.

16.2 Use of Sick Leave

16.2.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in 16.2.3(ii) who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement provided for at clause 15 of the award, for absences to provide care support for such persons when they are ill. Such leave may be taken for part of a single day.

16.2.2 The employees shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, in normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

16.2.3 The entitlement to use sick leave in accordance with this sub-clause is subject to:

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

- 16.2.4 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.
- 16.3 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 16.2.3(ii) above who is ill.
- 16.4 Annual Leave
- 16.4.1 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.
- 16.4.2 Access to annual leave as prescribed in 16.4.1 shall be exclusive of any shutdown period provided for elsewhere under this award.
- 16.4.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 16.5 Make-up Time
- 16.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during 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.
- 16.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 16.9 Rostered Days Off
- 16.9.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 16.9.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 16.9.3 Where the employer and employee agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this sub-clause. These accumulated days may be taken at any time mutually agreed between the employer and the employee.
- 16.9.4 This sub-clause is subject to the employer informing the union if it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

17. Bereavement Leave

- 17.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in 16.2.3(ii). Where the death of a person as prescribed by 16.2.3(ii) occurs outside Australia the employee shall be

entitled to two days bereavement leave where such employee travels outside Australia to attend the funeral.

- 17.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- 17.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in 16.2.3(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 17.4 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.
- 17.5 Bereavement leave may be taken in conjunction with other leave available under clause 16. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

18. Jury Service

- 18.1 An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 18.2 An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

19. Superannuation

- 19.1 Superannuation Legislation The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 19.2 Subject to the requirements of this legislation, superannuation contributions must be made to:
- (i) CARE (Clerical Administrative and Retail Employees Superannuation Plan); or
 - (ii) ASSET (Australian Superannuation Savings Employment Trust); or
 - (iii) any industry or multi-employer superannuation fund which has application to the employees in the main business of the employer where employees covered by this award are a minority of award covered employees, provided that such fund complies with the Occupational Superannuation Guidelines and has joint employer/union management such as A.R.F. (Australian Retirement Fund), L.I.S.T. (Law Industry Superannuation Trust), M.T.A.A.I.S.F. (Motor Traders' Association of Australia Industry Superannuation Fund), P.I.S.F. (Printing Industry Superannuation Fund), R.E.S.T. (Retail Employees Superannuation Trust), S.T.A. (Superannuation Trust of Australia) and T.I.S.S. (Timber Industry Superannuation Scheme); or
 - (iv) any superannuation fund which has application to the employees in the main business of the employer, pursuant to a superannuation arrangement approved by an industrial tribunal prior to 18 July 1989, and where employees covered by this award are a minority of award covered employees. Where freedom of choice is provided for in such arrangement the principle of that provision shall apply and wherever practicable CARE shall be included in such choice; or

- (v) any superannuation fund which improves or provides superannuation to employees covered by this clause provided that the employer commenced contributions to such fund prior to 14th February, 1992; or
- (vi) such other funds that comply with the requirements of this legislation; or
- (vii) any other approved occupational superannuation fund to which an employer or employee who is a member of the religious fellowship known as The Brethren elects to contribute.

20. Union Notice Board

- 20.1 Each employer shall permit the union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the employer.

21. Award Display

- 21.1 A copy of this award shall be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996*.

22. Deduction of Union Membership Fees

- 22.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (i) the employee has authorised the employer to make such deductions in accordance with this clause;
 - (ii) 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.
 - (iii) 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
 - (iv) there shall be no requirement to make deductions for casual employees with less than two (2) months' service (continuous or otherwise).
- 22.2 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.
- 22.3 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 the employee's membership account, provided that:
- (i) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to 5 per cent of the money deducted; and
 - (ii) 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.
- 22.4 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.
- 22.5 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 month's notice of any such change.

- 22.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 22.7 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 Union's rules, 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.

23. Labour Flexibility

- 23.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and an employee to allow the employee to perform any work in an enterprise within the scope of his/her skills and competence.
- 23.2 Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- 23.3 Notwithstanding the provisions of 23.2, employees shall perform a wider range of duties including work, which is incidental or peripheral to their main tasks or functions.
- 23.4 Employees shall perform such work as is reasonable and lawfully required of them by the employer, including accepting instruction from authorised personnel.
- 23.5 Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the award.
- 23.6 Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- 23.7 Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this Award provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- 23.8 Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery: Provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- 23.9 Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times: Provided that appropriate consultation between employer and employees has taken place.

24. Training

- 24.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
- (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills required.

- 24.2 Following consultation with employees an employer should develop a training programme consistent with:
- (i) the current and future skill needs of the plant or enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise through courses conducted on-the-job or by accredited institutions and providers.
- 24.3 In developing a training programme the employer should:
- (i) disseminate information on the training program and the availability of training courses and career opportunities to employees;
 - (ii) monitor and advise on the on-going effectiveness of the training;
 - (iii) make suggestions on the specific training needs.
- 24.4 If training is undertaken at the employer's request during ordinary working hours the employee concerned shall not suffer any loss of ordinary pay.
- 24.5 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- 24.6 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- 24.7 Employees should undertake such training and retraining as required by the employer.

25. Enterprise Consultative Mechanism

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

26. Termination of Engagement

- 26.1 The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- 26.2 An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee. It shall be the property of the employee and shall be returned to him/her unnoted by a subsequent employer within seven days of the engagement.
- 26.3 On termination the employer shall pay all monies due to the employee. Such monies shall be paid during the employee's working hours on the day of termination by cash, cheque or Electronic Funds Transfer 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.
- 26.4 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.

27. Redundancy

27.1 Application

- 27.1.1 This clause shall apply in respect of full-time and part-time employees.
- 27.1.2 This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 27.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 27.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, 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.

27.2 Introduction of Change

27.2.1 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 employee 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 this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

27.2.2 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 clause.
- (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.

27.3 Redundancy

27.3.1 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 27.2.1(1), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (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 27.3.1(1) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (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.

27.4 Termination of Employment

27.4.1 Notice for Changes in Production, Programme, Organisation or Structure - This sub-clause 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 27.3.1(1):

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

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

- (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.

27.4.2 Notice for Technological Change - This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with 27.3.1(1):

- (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 sub-clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

27.4.3 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.

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

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

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

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

27.4.8 Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of sub-clause 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.

27.5 Severance Pay

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

- (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.

- 27.5.2 Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 27.5.1.

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 27.5.1 will have on the employer.

- 27.5.3 Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 27.5.1 if the employer obtains acceptable alternative employment for an employee.

- 27.6 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.

28. Exemptions

- 28.1 Except as to the provisions of:

Clause 2, Anti Discrimination

Subclauses 11.1, 11.2, 11.4 and 11.5, Sundays and Public Holidays,

Clause 14, Annual Leave,

Clause 31, Other Legislation,

Clause 15, Sick Leave,

Subclauses 16.1, 16.2, 16.3 and 16.4, Personal/Carer's Leave

Clause 17, Bereavement Leave

Clause 18, Jury Service

Clause 19, Superannuation

Clause 27, Redundancy

Clause 29 - Salary Packaging,

this award shall not apply to employees employed by the week who are in receipt of a weekly wage in excess of 15% above the rate set out in Table 1 - Wages of Part B, Monetary Rates for the highest grade in this award; provided that the wage is not inclusive of overtime payments and/or shift allowances due to the employee under this award.

- 28.2 The exemption rate shall be calculated in multiples of one dollar, amounts of less than 50 cents being taken to the lower multiple and amounts of 50 cents or more being taken to the higher multiple.

29. Salary Packaging

- 29.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- 29.2 Salary packaging shall mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 29.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
- (i) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (ii) the employee will be given the opportunity by the employer to seek independent advice including advice from the union prior to entering into any salary packaging agreement;
 - (iii) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (iv) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
 - (v) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (vi) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (a) The ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (b) The applicable rate specified in Table 1 - Wages of Part B - Monetary Rates of this Award;

- (vii) not withstanding any of the above arrangements, the employer of employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (viii) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 14.2, Annual Leave Loadings, will be based on the ordinary time rate of pay that the employee would have received in the absence of the salary packaging arrangement;
- (ix) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

30. Dispute Avoidance and Grievance Procedure

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

30.1 Procedure relating to grievance of an individual employee

- 30.1.1 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.
- 30.1.2 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.
- 30.1.3 Reasonable time limits must be allowed for discussion at each level of authority. Initial discussions should be held within two working days wherever possible.
- 30.1.4 At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 30.1.5 While a procedure is being followed, normal work must continue.
- 30.1.6 The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by the Union for the purpose of each procedure.
- 30.1.7 if the dispute relates to issues of training in relation to a trainee then the matter may be referred to the NSW Commissioner for Vocational Training in accordance with the *Apprenticeship and Training Act 2001*

30.2 Procedure for a dispute between an employer and the employees

- 30.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 30.2.2 Reasonable time levels must be allowed for discussion at each level of authority. Initial discussions should be held within two working days wherever possible.
- 30.2.3 While a procedure is being followed, normal work must continue.
- 30.2.4 The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by the Union for the purpose of each procedure.

- 30.2.5 Subject to the Industrial Relations Act 1996, in the event that a dispute cannot be settled by the above procedures, the Commission may be notified of an industrial dispute for the purpose of resolving the dispute.

31. Telephone Canvassers (Other Than for the Sale of Goods)

- 31.1 This clause shall apply to telephone canvassers (other than for the sale of goods).

31.2 Full-time Telephone Canvassers -

- 31.2.1 A full-time telephone canvasser is a telephone canvasser who works 38 hours per week.
- 31.2.2 The minimum rates of wages per week for full-time telephone canvassers shall be as set out in (iv) of Table 3 - Wages of Part B - Monetary Rates.

31.3 Part-time Telephone Canvassers -

- 31.3.1 A part-time telephone canvasser is a telephone canvasser who works a fewer number of hours than constitutes full-time work under this clause. Part-time employment may be limited to a specified period or periods of part-time employment, but need not be so limited.
- 31.3.2 A part-time telephone canvasser shall be paid at an hourly rate as set out in (iv) of Table 1 - Wages of Part B - Monetary Rates, equal to the appropriate weekly rate of pay for a full-time telephone canvasser divided by 38.

31.4 Casual Telephone Canvassers -

- 31.4.1 A casual telephone canvasser is a telephone canvasser who is engaged and paid as such.
- 31.4.2 A casual telephone canvasser shall be paid an hourly rate as set out in Table 3 - Wages of Part B - Monetary Rates, equal to the appropriate weekly rate of pay for a full-time telephone canvasser divided by 38 plus 20% loading. This loading compensates casual telephone canvassers for entitlements and benefits otherwise available to full-time employees, including sick leave, annual leave, personal/carers leave, etc.

To be clear, this loading is inclusive of the 1/12th annual leave payment arising under the *Annual Holidays Act 1944* (NSW) which would otherwise be payable to casual employees.

31.8 Commission Payments

- 31.8.1 This clause applies to full-time, part-time and casual telephone canvassers.
- 31.8.2 Commission payments may be made to a telephone canvasser in addition to the base weekly or hourly rates set out in (iv) of Table 3 - Wages of Part B - Monetary Rates.
- 31.8.3 A telephone canvasser shall not be remunerated solely by way of commission, nor shall commission payments be offset against any other statutory or award entitlements.

31.9 Hours of Work

- 31.9.1 The ordinary span of hours of work for a telephone canvasser shall be between 8:30am to 8:30pm Monday to Friday and 8:30am to 2:30pm on Saturday.
- 31.9.2 The ordinary hours of work for a telephone canvasser shall not exceed 8 hours on any day, nor exceed 38 hours in any one week.

- 31.9.3 Where a telephone canvasser works ordinary hours, a minimum start of 2½ hours shall apply.
- 31.9.4 All time worked in excess of the ordinary hours of work prescribed by 31.9.1 and 31.9.2 shall be overtime and paid at the rate of time and one half for the first two hours and double time thereafter.
- 31.10 Part A of this award shall not apply to telephone canvassers with the exception of the following clauses:
- Clause 2 - Anti-discrimination
 - Clause 4 - Terms of Engagement
 - Clause 7 - Payment of Wages
 - Clause 9.8.2 and 9.8.3 Meal Break
 - Clause 11.1, 11.2 11.4 and 11.5 - Sundays and Holidays
 - Clause 13, except 31.1 - Allowances
 - Clause 14 - Annual Leave
 - Clause 15 - Sick Leave
 - Clause 16.1, 16.2 and 16.3 Personal/Carers Leave
 - Clause 17 - Bereavement Leave
 - Clause 18 - Jury Service
 - Clause 19 - Superannuation
 - Clause 20 - Award Display
 - Clause 21 - Notice Board
 - Clause 22 - Deduction of Union Membership Fees
 - Clause 23 - Labour Flexibility
 - Clause 24 - Training
 - Clause 25 - Enterprise Consultative Mechanism
 - Clause 26 - Termination of Engagement
 - Clause 27 - Redundancy
 - Clause 29 - Salary Packaging
 - Clause 30 - Dispute Avoidance Procedure
 - Clause 32 - Area, Incidence and Duration
 - Clause 31 - Other Legislation
- 31.11 Savings Clause - Nothing in this award shall act to, on balance, reduce the overall wages and conditions of telephone canvassers currently being paid or observed as a result of the award.

32. Other Legislation:

- 32.1 Long Service Leave - See *Long Service Leave Act 1955*
- 32.2 Right of Entry - See *Industrial Relations Act 1996*
- 32.3 Workers Compensation - See *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998*
- 32.4 Parental Leave - See *Industrial Relations Act 1996*
- 32.5 Occupational Health and Safety - See *Occupational Health and Safety Act 2000*
- 32.6 Record Keeping - See *Industrial Relations (General) Regulation 2001*

33. Area, Incidence and Duration

- 33.1 This award shall apply in respect of all persons employed in any clerical capacity whatsoever and without limiting the generality of the foregoing shall include telephonists, receptionists, cashiers, messengers, copy boys, telephone canvassers (other than for the sale of goods), persons employed on machines designed to perform or to assist in performing any clerical work whatsoever and all classes of employees engaged in any clerical capacity in or in connection with payroll preparation, cash handling and processing in the state of New South Wales excluding the County of Yancowinna, within the jurisdiction of the Clerical and Administrative Employees (State) Industrial Committee, excepting employees covered by industry or employer specific awards .
- 33.2 This award rescinds and replaces the Clerks Redundancy (State) Award published 30 June 2000 (316 I.G. 1054).
- 33.3 The provisions of clauses 26 and 27 of this award shall apply in respect of employees otherwise covered by the Mirror and Telegraph Publications Clerical Award 2000 and the Clerical and Administrative Employees (John Fairfax Publications) Award 2000.

PART B**MONETARY RATES****Table 1 - Adult Wages**

The following minimum rates of wages shall take effect from 12 July 2005:

Grade	Weekly Rate \$
1	523.60
2	544.50
3	578.20
4	619.90
5	680.50

Table 2 - Junior Wages

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

- (a) Equivalent to Grade 3 or above:

Age	Weekly Rate \$
At 17 years of age	275.05

At 18 years of age	339.85
At 19 years of age	388.45
At 20 years of age	458.60

(b) All other junior employees:

Age	Weekly Rate \$
U 17 years of age	206.45
At 17 years of age	258.45
At 18 years of age	316.80
At 19 years of age	359.20
At 20 years of age	422.70

Table 3 - Telephone Canvassers (Other Than For The Sale Of Goods)

Classification	Weekly Rate Full-time	Hourly Rate Part-time (weekly rate divided by 38)	Hourly Rate Casual (weekly rate divided by 38 plus 20% loading - includes 1/12 th holiday pay)
Telephone Canvasser	\$501.10	\$13.20	\$15.85

Table 4 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9.9.1	Saturday Loadings: Adults Employees under 21 years of age	14.95 per week 10.10 per week
2	10.3.2	Meal Money (Shift Work)	10.85
3	13.1	Meal Allowance (Overtime)	10.85
4	13.5	Own Car Allowance: For a vehicle 1,500 cc and under For a vehicle over 1,500 cc	83.35 per week 103.05 per week
5	13.5	Own Car Allowance: For use on a casual or incidental basis	0.57 per km
6	13.7	First-aid Allowance	8.90 per week

3. This variation shall take effect from the first full pay period to commence on or after 20 December 2005.

M. SCHMIDT *J.*

(601)

SERIAL C4380**SHOP EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees and another.

(No. IRC 5543 and 5544 of 2005)

Before The Honourable Justice Wright, President
The Honourable Justice Boland
Commissioner Tabbaa

31 January 2006

VARIATION

1. Delete clause 17, Holidays, of the award published 18 May 2001 (324 I.G. 935), as varied, and insert in lieu thereof the following:

17. Holidays**(A) Public Holidays -**

- (i) Subject to subclause (B), work done on any of the holidays prescribed in paragraph (ii) of this subclause shall be paid for at the rate of double time and one-half, with a minimum payment of three hours.

(ii)

- (a) The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Melbourne Cup Day, Christmas Day, Boxing Day and all days proclaimed as public holidays for the State shall be holidays; provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.
- (b) For all holidays not including the first Tuesday in November:

Every full-time or part-time employee allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls the number of ordinary working hours that he/she would have worked had the day not been a holiday.

Provided that any full-time or part-time employee whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a public holiday or holidays shall be paid for such holiday or holidays as if his/her roster had not been changed.

Provided further that where a full-time or part-time employee working an average of five days per week is rostered so that he/she does not work his/her ordinary hours on the same days each week and the employee's rostered day off falls on a day prescribed as a holiday in subparagraph (a) of this paragraph, the employee shall be paid by mutual agreement between the employer and the employee in one of the following methods:

- (1) payment of an additional day's wages;
- (2) addition of one day to the employee's annual holidays;

- (3) another day may be allowed off with pay to the employee within 28 days after the holiday falls, or during the week prior to the holiday.

For the purposes of this paragraph, "day" means the average number of hours in the employee's normal roster cycle worked by the employee prior to the day on which the public holiday falls.

- (iii) A full-time or part-time employee absent without leave on their last working day before or their first working day after any award holiday shall be liable to forfeit wages for the day of absence as well as for the holiday, except where an employer is satisfied that the employee's absence was caused through illness, in which case wages shall not be forfeited for the holiday; provided that an employee absent on one day only either before or after a group of holidays shall forfeit wages only for one holiday as well as for the period of absence.
- (B) The first Tuesday in November - Full-time and part-time employees rostered to work shall be entitled to a holiday without loss of pay on the first Tuesday of November in any year.

Work on the first Tuesday in November shall not be paid at the rate of double time and a half, but shall be paid as follows:

Where the establishment of an employer remains open and a full-time or part-time employee volunteers to work on the first Tuesday in November, such employee shall then be given another day off without loss of pay. Such alternative day shall be given and taken not later than 28 days after the nominated day on a day mutually agreed between the employer and the employee.

Provided that in no circumstances shall an employee forfeit entitlement to the additional holiday and should such extenuating circumstances arise where the day is not taken as described above, it must be given and taken on a day without loss of pay added to the employee's next period of annual leave.

Provided further that where an employee's employment terminates prior to the taking of such alternative day, the employee shall receive an additional day's pay on termination.

Provided further that employees on annual leave or long service leave on the day referred to in this subclause shall have an additional day added to their next period of annual leave.

2. This variation shall take effect on and from 1 February 2006.

F. L. WRIGHT *J, President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

CROWN EMPLOYEES (ROYAL BOTANIC GARDENS, BUILDING AND MECHANICAL TRADES STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Environment and Conservation.

(No. IRC 6508 of 2005)

Before The Honourable Justice Schmidt

16 December 2005

VARIATION

1. Delete clause 1, Title, of the award published 12 April 2001 (323 I.G. 960), and insert in lieu thereof the following:

1. Title

- 1.1 This Award shall be known as the "Crown Employees (Royal Botanic Gardens Building and Mechanical Trades Staff) Award.

2. Delete clause 2, Parties, and insert in lieu thereof the following:

2. Parties

- 2.1 Award has been made between the following parties:

The Public Employment Office;

The Department of Environment and Conservation (NSW);

Construction, Forestry, Mining Energy Union;

The New South Wales Plumbers and Gasfitters Employees' Union.

3. Delete clause 3, Definitions, and insert in lieu thereof the following:

3. Definitions

Act means the *Public Sector Management Act* 1988.

Award means this Award.

Operative Date means the date on which this Award is made by the Industrial Commission of New South Wales and becomes legally binding on the parties.

Staff means and includes all persons permanently or temporarily employed under the provisions of the Act, or by the Department of Environment and Conservation (NSW) in respect of areas covered by the Royal Botanic Gardens and Domain Trust Act 1980 and who, as at the operative date of this Award were occupying one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

Supervision means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff.

Union means the:

Construction, Forestry, Mining Energy Union;

The New South Wales Plumbers & Gasfitters Employees Union; having regards for their respective coverage.

4. Delete clause 6, Wage Rates, and insert in lieu thereof the following:

6. Wage Rates

- 6.1 The wage rates paid to staff covered by this award are specified in Part B, Rates and Allowances, Table 1 and allow for:

4% increase in salaries to commence with effect from the first full pay period following 1 July 2004.

4% increase in salaries from first full pay period following 1 July 2005.

4% increase in salaries from first full pay period following 1 July 2006.

4% increase in salaries from first full pay period following 1 July 2007.

The increase, insofar as the application of back pay, will only apply to employees who were employed at 1 July 2005.

- 6.2 The increases as provided for in subclause 6.1 above give effect to the Memorandum of Understanding signed by the parties to this Award and reflects the parties assessment of the amount necessary to compensate for work value changes, special case considerations, productivity and efficiency improvements which impact on the group covered by this Award.
- 6.3 Apprentice Trades staff shall be paid a percentage of the rate of pay applicable to Level Five Year 1:

Year One	45%
Year Two	60%
Year Three	75%
Year Four	85%

5. Delete subclause 7.4, of clause 7, General Conditions of Employment, and insert in lieu thereof the following:

7.4 Having regard to Clause 6.1 of this Award, allowances contained in Part B, Table 2 will be increased by 4% per annum over 4 years backdated from the first pay period on or after 1 July 2004.

6. Delete clause 13, No Extra Claims, and insert in lieu thereof the following:

13. No Extra Claims

- 13.1 This Award provides for rates of pay increases of 4% per annum over 4 years fully funded and backdated to 1 July 2004.
- 13.2 The pay increases provided by this Award are premised on the basis that there shall be no new salaries or conditions claims during the term of this Award.
- 13.3 The no extra claims commitment does preclude any claims that may arise following the adoption of a new Equal Remuneration principle by the New South Wales Industrial Relations Commission.

7. Delete Part B, Rates And Allowances, and insert in lieu thereof the following:

PART B

RATES AND ALLOWANCES

Table 1 - Rates Of Pay

Classification	Rates Of Pay Effective First Pay Period On Or After				
	4 July 2003 \$ per annum	1 July 2004 \$ per annum	1 July 2005 \$ per annum	1 July 2006 \$ per annum	1 July 2007 \$ per annum
Apprentice Year 1 38hpw	17,681.40	18,388.66	19,124.20	19,889.17	20,684.74
Apprentice Year 2 38hpw	23,575.20	24,518.21	25,498.94	26,518.89	27,579.65
Apprentice Year 3 38hpw	29,469.00	30,647.76	31,873.67	33,148.62	34,474.56
Apprentice Year 4 38hpw	33,398.20	34,734.13	36,123.49	37,568.43	39,071.17
Trades Level 5/6 Yr1 38hpw	39,292	40,864	42,498	44,198	45,966
Trades Level 5/6 Yr2 38hpw	40,344	41,958	43,636	45,382	47,197
Trades Level 5/6 Yr3 38hpw	41,474	43,133	44,858	46,653	48,519
Trades Level 5/6 Yr4 38hpw	42,623	44,328	46,101	47,945	49,863
Trades Level 7 Yr1 38hpw		45,586	47,410	49,306	51,278
Trades Level 7 Yr2 38hpw		46,948	48,826	50,779	52,810
Trades Level 7/8 Yr1 38hpw	43,833		47,410	49,306	51,278
Trades Level 7/8 Yr2 38hpw	45,142		48,826	50,779	52,810
Trades Level 7/8 Yr3 38hpw	46,570		50,370	52,385	54,480
Trades Level 7/8 Yr4 38hpw	48,468	50,407	52,423	54,520	56,701

Table 2 - Allowances

Clause No: and brief description		Allowance Effective First Pay Period On Or After				
		4 July 2003 Amount \$	1 July 2004 Amount \$	1 July 2005 Amount \$	1 July 2006 Amount \$	1 July 2007 Amount \$
7.3.1	Chokage	77.70 p.w.	80.81 p.w.	84.04 p.w.	87.40 p.w.	90.90 p.w.
7.3.2	Asbestos	72.43 p.w.	76.37 p.w.	79.42 p.w.	82.60 p.w.	85.90 p.w.
7.3.3	Plumbers Licence	2,369 p.a.	2,463 p.a.	2,562 p.a.	2,664 p.a.	2,771.39 p.a.
7.3.4	Plumbers Registration	1,000 p.a.	1,040 p.a.	1,081 p.a.	1,124 p.a.	1,169.86 p.a.

8. This variation shall take effect on and from 1 July 2004.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

(066)

SERIAL C4405

BUILDING INDUSTRY - CONTRACT FLOOR LAYER MINIMUM RATE ORDER AWARD

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 6110 of 2005)

Before The Honourable Justice Backman

14 December 2005

VARIATION

1. Delete clause 2, Rates of Payment, of the award published 29 April 2005 (350 I.G. 559), and insert in lieu thereof the following:

2. Rates of Payment

Schedule Of Commercial Rates

	\$
Daily Minimum Charge	136.72
Hourly Rate	36.99
Fixing Rates	
Vinyl Tiles 20-49m ²	6.41
50-100m ²	5.11
100-249m ²	3.84
250 and over	2.76
Sheet Vinyl (incl. Welding)	
20-49m ²	7.25
50-249m ²	4.97
250 and over	4.43
For Safety Vinyl and Corlon	1.60
For Safety Vinyl over 3mm	2.44
For Linoleum	2.44
Hardboard Underlay (including supply of staples by contractor)	
20-49m ²	6.83
50m ² and over	4.69
Restaple Hardboard m ²	1.97
Hardboard Underlay on pineboard	
M2 Additional Rate	0.70
Decorative Tiles - VT rate + 50%	
Decorative Tiles - Borders and squares - Decorative Tile + 50%	
Cork Tile - laying out m ²	8.60
PVC nosing Lin Metre	4.34
Aluminium Nosing to Timber per lm	5.87
Aluminium Nosing to Concrete per lm	9.97
Stair Treads per lm	5.29
Stair Risers per lm	5.29
Treads and Risers covered per lm	9.97
Ripple trims to timber per lm	2.94
Ripple trims to concrete per lm	5.29
100mm skirting per lm	2.30
150mm skirting per lm	2.87

100mm flat skirting over carpet or smoothedge - per lm	3.00
150mm flat skirting over carpet or smoothedge - per lm	3.37
Reducing and capping strip - per lm	2.61
Preform cove - per lm	2.00
Stringer to walls per lm	4.53
Stringer to stairs per lm	12.02
Cementuous skim coat 1mm	2.15
Smoothing compound (k15/k10)	2.61
Above two items include priming and sanding	
Cement based primer	2.13
Two pack primer	0.70
Grinding concrete - hourly rate	36.14
Acid etch etc - hourly rate	36.14
Fill expansion joints - hourly rate	36.14
Raking and cutting included in rates	
Cover sheet vinyl up to 100mm height per lm	5.29
Cover sheet vinyl over 100mm height per lm	5.87
Rubber tiles m2	9.90
Sheet Vinyl to walls (incl. Welding)	12.75
Bulletin Board m2	17.03
Take Ups	
Take up loose lay m2	1.63
Take up stuck m2	5.02
Take up PVA mr	8.29
Take up hardboard and coverings including removal of staples m2	
Take up stair tread nosing (PVC) - per lm	1.33
Take up stair tread nosing (Alum) - per lm	5.02
Bar Tops	41.31
Fares/Travel	
Travelling time outside metropolitan area per hour	30.68
Accommodation per day	98.05
Travelling per km return	0.92
Moving Furniture - Hourly Rate	36.14
Cancellation Fee	43.75

SCHEDULE OF DOMESTIC FIXING RATES

Minimum Charge	\$
183cm x 2m vinyls (except inlaid) - 1m	18.49
183cm inlaid vinyl (if layer supplies template paper - 1m	22.68
274cm vinyl - 1m	25.65
366cm x 4m vinyl - 1m	30.64
Daytile with border and squares m2	13.82
Vinyl tiles m2	10.73
Hardboard m2	7.68
K10 and Ardit (labour only) m2	2.87
PVA (labour only) m2	11.35
Additional rate for stairs in addition to rate per metre - per stair	5.07
Cove skirting - 1m	4.54
Preform fillet - 1m	2.87
TAKE UPS:	21.33
Loose laid material per room	
Stuck down including hardboard m2	10.73
Direct to subfloor m2	14.24
Electrical appliances, removal and replace - per appliance	7.09
MINIMUM CHARGES (labour only) PVA:	
Laundry	133.59

Bathroom	133.59
Other areas (of total job etc)	76.33
Ardit Z8	76.33
Mastick K10	76.33
ACCESSORIES, TRIM ETC.	
Small - 1m	3.09
Large - 1m	2.94
To supply adhesive m2	0.99
CANCELLATION CHARGE: travel time to & from employers premises to site at hourly rate	--
SERVICE CHARGE: If layer has to return to site to carry out rectification not own fault - hourly rate plus the service charge shown	43.75

2. Delete the amount of "\$35.90" appearing in paragraph 4.1(a), of clause 4, Compensation for Travel Patterns, Mobility Requirements of Contract Floor Layers and the Nature of Engagement in the Construction Work Covered by this Award, and insert in lieu thereof the following:

"\$36.99"

3. Delete amount of "\$95.17" appearing in subclause 5.1 of clause 5, Living Away from Home - Distant Work, and insert in lieu thereof the following:

"\$98.05"

4. Delete subclause 7.3 of clause 7, Adjustment of Rates, and insert in lieu thereof the following:

7.3 The rates of pay in this award include adjustments payable under the State Wage Case 2005. These adjustments may be offset against:

any equivalent overaward payments, and/or

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

5. Delete the amount of "\$42.96" appearing in subclause 10.2 of clause 10, Rectification Work, and insert in lieu thereof the following:

"\$44.26"

6. This variation shall take effect from the beginning of the first pay period to commence on or after 30 November 2005.

A. F. BACKMAN J.

(782)

SERIAL C4239

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Administration Corporation.

(No. IRC 5836 of 2005)

Before The Honourable Justice Boland

21 November 2005

VARIATION

1. Insert in alphabetical order in clause 1, Arrangement of Part A, of the award published 21 June 2002 (334 I.G. 557) the following new clause number and subject matter:

4A, On Call.

2. Insert at the end of clause 3, Classification Structure and Labour Flexibility the following new paragraph:

During the life of the Memorandum of Understanding signed by the parties on 24 October 2005, the parties will review the current application of the classification structure and its relevance to current training arrangements and the existence of other registered training organisations. The parties will also review the process currently used to determine the grading of an employee.

3. Insert after subclause (vii) the following new subclause (viii) in Clause 4, Hours and Contract of Employment:

(viii) During the life of the Memorandum of Understanding signed by the parties on 24 October 2005, the parties will discuss hours of work patterns (including the nine day fortnight) in the workplace. Variation to the existing hours of work patterns will only occur by agreement between the parties and where they meet organisational requirements and are cost efficient. Nothing in this subclause will alter the rights and obligations contained in other provisions of this award."

4. Insert after clause 4, Hours and Contract of Employment, the following new clause:

4A. On Call

- (i) The employer shall advise all employees and the Union(s) of any proposal to introduce an on call roster, including the proposed details of the roster.
- (ii) An employee required by his or her employer to be on call, otherwise than as provided in (iii) hereof shall be paid the allowance as set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iii) An employee required to be on call on rostered days off shall be paid the allowance set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) On call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.

- (v) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
 - (vi) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone which must remain switched on unless a pager has been provided. Alternatively an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
 - (vii) An employee rostered on call must contact the employer/hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
 - (viii) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
 - (ix) Where appropriate an employee rostered on call may be provided with a motor vehicle.
 - (x) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.
 - (xi) When an employee is recalled to work, payment is in accordance with clause 5(v).
5. Delete subclause (x) of Clause 7, Additional Wage Rates, and renumber the existing subclauses (xi) and (xii) to read as (x) and (xi).
6. Delete the subclause (vi) of Clause 28 Annual Leave, and insert in lieu the following:
- (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in the Department of Health Circulars 74/166 and 75/251.

7. Delete Clause 29, Long Service Leave and insert in lieu thereof the following:

29. Long Service Leave

- (i)
 - (a) Each employee shall be entitled to two months' long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months' long service leave for each ten years' service.

From 21 November 2005, if an employee has completed seven years of continuous service with the employer, the employee is entitled to access his/her long service leave on a pro-rata basis per completed year of service.
 - (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
 - (c) Where the services of an employee with at least seven years' service are terminated by the employer, or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

- (ii) For the purposes of subclause (i) of this clause -
- (a) service shall mean continuous service in one or more hospitals/Ambulance Service. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers Extended Leave Act, 1961*;
 - (b) broken periods of service in one or more hospitals/Ambulance Service shall count as service subject to the following:
 - (1) where an employee, after ceasing employment in a hospital/Ambulance Service, is re-employed in a hospital/Ambulance Service subsequent to 1st January, 1973, any service of that employee before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.
 - (2) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, but who was not entitled to count broken service under the provisions of the Award in force prior thereto shall not be entitled to count such broken service until he/she has completed at least five years' continuous service from the date upon which he/she commenced his/her current period of employment.
 - (3) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to 1st January, 1973.
 - (c) service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 1st January, 1973.
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or
 - (b) on half pay, or
 - (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
 - (b) for each period of long service leave taken on half pay - half the number of days so taken,
 - (c) for each period of long service leave taken on double pay - twice the number of days so taken,
- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary

payable to the employee at the date of such termination; provided that where an employee is transferring between hospitals and or Ambulance Service he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.

- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service, dies, the widow or widower, the children of such employee, or if there is not such widow, widower or children such person who, in the opinion of the employer was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in paragraph (b) of subclause (i) and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Except as provided for in subclause (ix) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (ix) An employee who is employed in a hospital, to which Clause 25 Climatic and Isolation Allowance applies as at the 1st January, 1973, shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award, where such benefits are more favourable to the employee.
- (x)
- (a) Where an employee has accrued the right to an allocated day off duty, on pay, prior to entering on a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (b) In all other circumstances the accrued time in credit (accumulated at 0.4 of one hour for each day worked in the 20 day work cycle immediately preceding the leave) shall count towards payment for the next allocated day off duty, on pay, occurring in sequence after the employee's return to duty.
- (c) Provided further that no accrual of 0.4 of an hour shall be attracted to the paid days off during the period of long service leave and such days shall be paid for at the rate of 7.6 hours per day.

Notwithstanding the foregoing the employee on returning to duty from long service leave shall be given his/her next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

8. Delete existing subclause (i) of Clause 31, Miscellaneous Leave Conditions and insert in lieu thereof the following:
- (i) Employees shall be granted Parental, Adoption and Maternity Leave in accordance with Health Department Circular No. 98/93, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set

of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined. Employees are entitled to the additional benefits provided in the Memorandum of Understanding signed by the parties on 24 October 2005, from (date of award variation to be inserted) ie:

- (a) a new entitlement of 1 week of paid parental leave; and
- (b) increased paid maternity leave and paid adoption leave from the current 9 weeks at full pay to 14 weeks at full pay or 28 weeks at half pay."

9. Delete existing Clause 39, No extra Claims and insert in lieu there:

"The parties agree that the wage increases and enhancements to leave and conditions contained in this Award fully recognise all work value changes and productivity gains for the period up to 1 January 2005, and extinguish all work value, special case or other claims prior to that date.

The parties further agree that during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made in respect of the employees covered by the Award outside the terms as specified in the Memorandum of Understanding dated 24 October 2005. Further that no proceedings, claims or demands concerning wages or conditions of employment outside the terms as specified in the Memorandum of Understanding dated 24 October 2005 in respect of those employees will be instituted before the Industrial Relations Commission of New South Wales or any other arbitral tribunal."

10. Delete Table 1, Schedule A and Schedule B; Table 2, Schedule A and Schedule B and Table 4, Schedule A and B of Part B, Monetary Rates and insert in lieu thereof following:

Table 1

Weekly Wages and Tool Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date. The increased rates contained in the table shall only be paid to those employees who are currently employed in NSW Health at 11 September 2005.

(Note: Excepting for Electrical Trades classifications, tool allowances are expense-related allowances).

Description	01/01/2005 \$	01/01/2006 \$
Fitter/Motor Mechanic		
Level 1	697.70	725.60
Level 2 (Level 1 plus 5%)	732.60	761.90
Level 3 (Level 1 plus 10%)	767.50	798.20
Level 4 (Level 1 plus 15%)	802.40	834.40
Welder 1 st Class		
Level 1	697.70	725.60
Level 2 (Level 1 plus 5%)	732.60	761.90
Level 3 (Level 1 plus 10%)	767.50	798.20
Level 4 (Level 1 plus 15%)	802.40	834.40
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter Welder Special Class is paid as Welder 1 st Class plus Additional Wage Rate plus Tool Allowance		
Plumber		
Level 1	704.30	732.50
Level 2 (Level 1 plus 5%)	739.50	769.10

Level 3 (Level 1 plus 10%)	774.70	805.80
Level 4 (Level 1 plus 15%)	809.90	842.40
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.		
Carpenter		
Level 1	699.30	727.30
Level 2 (Level 1 plus 5%)	734.30	763.70
Level 3 (Level 1 plus 10%)	769.20	800.00
Level 4 (Level 1 plus 15%)	804.20	836.40
Painter/Spray Painter		
Level 1	699.30	727.30
Level 2 (Level 1 plus 5%)	734.30	763.70
Level 3 (Level 1 plus 10%)	769.20	800.00
Level 4 (Level 1 plus 15%)	804.20	836.40
Signwriter		
Level 1	715.00	743.60
Level 2 (Level 1 plus 5%)	750.80	780.80
Level 3 (Level 1 plus 10%)	786.50	818.00
Level 4 (Level 1 plus 15%)	822.30	855.10
Plasterer		
Level 1	699.30	727.30
Level 2 (Level 1 plus 5%)	734.30	763.70
Level 3 (Level 1 plus 10%)	769.20	800.00
Level 4 (Level 1 plus 15%)	804.20	836.40
Bricklayer		
Level 1	699.30	727.30
Level 2 (Level 1 plus 5%)	734.30	763.70
Level 3 (Level 1 plus 10%)	769.20	800.00
Level 4 (Level 1 plus 15%)	804.20	836.40
Floor/Wall Tiler		
Level 1	699.30	727.30
Level 2 (Level 1 plus 5%)	734.30	763.70
Level 3 (Level 1 plus 10%)	769.20	800.00
Level 4 (Level 1 plus 15%)	804.20	836.40
Upholsterer		
Level 1	722.70	751.60
Level 2 (Level 1 plus 5%)	758.80	789.20
Level 3 (Level 1 plus 10%)	795.00	826.80
Level 4 (Level 1 plus 15%)	831.10	864.30
Blindmaker		
Level 1	693.90	721.70
Level 2 (Level 1 plus 5%)	728.60	757.80
Level 3 (Level 1 plus 10%)	763.30	793.90
Level 4 (Level 1 plus 15%)	798.00	830.00
Electrical Tradesperson		
Level 1	740.30	769.90
Level 2 (Level 1 plus 5%)	777.30	808.40
Level 3 (Level 1 plus 10%)	814.30	846.90
Level 4 (Level 1 plus 15%)	851.30	885.40
Electrical Instrument Fitter		
Level 1	775.40	806.40
Level 2 (Level 1 plus 5%)	814.20	846.70

Level 3 (Level 1 plus 10%)	852.90	887.00
Level 4 (Level 1 plus 15%)	891.70	927.40
Electrical Fitter & Ass to Chief Eng. - Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance		
Scientific Instrument Maker		
Level 1	720.80	749.60
Level 2 (Level 1 plus 5%)	756.80	787.10
Level 3 (Level 1 plus 10%)	792.90	824.60
Level 4 (Level 1 plus 15%)	828.90	862.00
Tool Maker		
Level 1	720.80	749.60
Level 2 (Level 1 plus 5%)	756.80	787.10
Level 3 (Level 1 plus 10%)	792.90	824.60
Level 4 (Level 1 plus 15%)	828.90	862.00

Table 2

**Additional and Special Rates/Allowances
(Including Tool Allowance for Electrical Trades)**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date. The increased rates contained in the table shall only be paid to those employees who are currently employed in NSW Health at 11 September 2005.

Clause	Allowance Type	01/01/2005	01/01/2006
4A(ii)	On-call		
	On-call - Rostered on duty (per 24 hours)	16.38	17.04
	On-call - Rostered off duty (per 24 hours)	32.35	33.64
7(i)	Electricians License		
	Grade A	33.71	35.06
	Grade B	18.38	19.12
7(ii)	Lead Burner	0.69	0.72
7(iii)	Plumbers - combination of licenses		
	Plumbers license	33.47	34.81
	Gasfitters license	33.47	34.81
	Drainers license	27.26	28.35
	Plumbers & gasfitters license	44.18	45.95
	Plumbers & drainers license	44.18	45.95
	Gasfitters & drainers license	44.18	45.95
	Plumbers, gasfitters & drainers license	61.58	64.04
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.66	0.69
7(v)	Electric Welding	0.52	0.54
7(vi)	Computing Quantities	4.21	4.38
7(vii)	Boiler Attendants Certificate	5.19	5.40
7(viii)	BMC Operator	27.01	28.09
7(ix)	Motor Mechanic	0.53	0.55
	Motor Mechanic per day	2.14	2.23
7(x)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital	47.59	49.49
	Elec Fitter & Asst to Chief Eng.-Other Hosp.	37.97	39.49
	Electrician in Charge of Generating Plant less than 75 kilowatts.	13.99	14.55
	Electrician in charge of Generating Plant 75 Kilowatts or more	48.56	50.50
	Plant Electrician	45.65	47.48
7(xi)	Welder Special Class	8.69	9.04

8	Tool Allowance - Electrical Trades	13.88	14.44
9(i) (b)	Leading Hand Electrician	45.65	47.48
9(ii)	Leading Hand - Other than Electricians		
(a)	I/C up to 5 employees	34.80	36.19
(b)	I/C 6 up to 10 employees	45.51	47.33
(c)	I/C over 10 employees	58.30	60.63
10(i)	Cold Place	0.55	0.57
10(ii)	Confined Spaces	0.66	0.69
10(iii)	Dirty Work	0.55	0.57
10(iv)	Height Money	0.55	0.57
10(v)	Hot Places - 46C - 54C	0.55	0.57
	Hot Places - more than 54C	0.66	0.69
10(vi)(a)	Insulation Material	0.66	0.69
10(vi)(b)	Asbestos	0.66	0.69
10(vii)	Smoke Boxes etc	0.40	0.42
	Oil fired Boiler	1.37	1.42
10(viii)(a)(1)	Wet Places - other than rain	0.55	0.57
10(viii)(a)(2)	Rain	0.55	0.57
10(viii)(b)	Mud Allowance	4.27	4.44
10(ix)(a)(b)	Acid Furnaces etc.	2.81	2.92
10(x)	Depth Money	0.55	0.57
10(xi)(a)	Swing Scaffolds other than plasterers		
	First four hours	3.97	4.13
	Thereafter	0.84	0.87
10(xi)(b)	Swing Scaffolds - plasterers	0.12	0.12
10(xii)	Spray Application	0.55	0.57
10(xiii)	Working Secondhand timber	2.12	2.20
10(xiv)	Roof Work	0.55	0.57
10(xv)	Explosive Powered Tools	1.31	1.36
10(xvi)	Morgues	0.62	0.64
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.66	0.69
10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.47	0.49
10(xvii)(d)	Close proximity to above	0.55	0.57
10(xviii)	Psychiatric Patients (PH Ward)	0.47	0.49
10(xix)	Animal House	0.37	0.38
10(xxi)	Asbestos Eradication	1.86	1.93
10(xxiii)(a)	Psychiatric Hospitals	1.08	1.12
10(xxiii)(b)	Geriatric Allowances		
	Allandale/Garrawarra	0.38	0.40
	Lidcombe (former)	0.36	0.37
11	Thermostatic Mixing Valve	18.35	19.08
12	Chokages	6.38	6.64
13	Fouled Equipment	6.38	6.64
25(i)	Climatic and Isolation Allowance	6.06	6.30
	Climatic and Isolation Allowance	12.16	12.65
	Apprentice Passing Exams		
	1st Year	1.14	1.19
	2nd year	3.54	3.68
	3rd Year	4.68	4.87

Table 4**Weekly Wages for Apprentices**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date. The increased rates contained in the table shall only be paid to those employees who are currently employed in NSW Health at 11 September 2005.

Description	01/01/2005 \$	01/01/2006 \$
Apprentice Plumber		
1st Year	304.20	316.40
2nd Year	404.40	420.60
3rd Year	522.60	543.50
4th Year	604.20	628.40
Apprentice Fitter		
1st Year	304.20	316.40
2nd Year	404.40	420.60
3rd Year	522.60	543.50
4th Year	604.20	628.40
Apprentice Electrician		
1st Year	304.20	316.40
2nd Year	404.40	420.60
3rd Year	522.60	543.50
4th Year	604.20	628.40
Apprentice Carpenter		
1st Year	304.20	316.40
2nd Year	404.40	420.60
3rd Year	522.60	543.50
4th Year	604.20	628.40
Apprentice Painter		
1st Year	304.20	316.40
2nd Year	404.40	420.60
3rd Year	522.60	543.50
4th Year	604.20	628.40
Apprentice Bricklayer		
1st Year	304.20	316.40
2nd Year	404.40	420.60
3rd Year	522.60	543.50
4th Year	604.20	628.40

11. This variation shall take effect on and from the first pay period to commence on or from 21 November 2005.

R. P. BOLAND J.

(782)

SERIAL C4108

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete Table 3 - Expense Related Allowances, of Part B, Monetary Rates, of the award published 21 June 2002 (334 I.G. 557), and insert in lieu thereof the following:

Table 3 - Expense Related Allowances

(Including Tool Allowances for all Trades other than Electrical)

From the first Full Pay Period to Commence on or after 11 September 2005.

Award Clause	Allowance Description	Amount \$
8	Tool Allowance - Fitter, Motor Mechanic	23.30
8	Tool Allowance - Plumber	23.30
8	Tool Allowance - Carpenter	23.30
8	Tool Allowance - Painter, Spray Painter, Signwriter	5.60
8	Tool Allowance - Welder 1st Class	23.30
8	Tool Allowance - Plasterer	19.20
8	Bricklayer	16.40
8	Tool Allowance - Floor/Wall Tiler	16.40
8	Tool Allowance - Upholsterer/Blindmaker	6.60
8	Tool Allowance - Scientific Instrument/Tool Maker	23.30
5 (viii)	Meal allowance for meal on overtime For each subsequent meal	18.00 7.60
14(a)	Employee required to work at a job away from accustomed place of work	15.90 per day
24 (vii) (b)	Laundry Allowance	0.80 per week
26 (ii)	Damage to clothing and tools - insurance to the extent of	1305.24
33	Living away from home allowance	353.50 per week 50.50 daily
24 (viii)	Ambulance Service - uniform provided up to the value of	310.60 per annum

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(537)

SERIAL C4107

**PLASTERERS, SHOP HANDS AND CASTERS (STATE)
CONSOLIDATED AWARD**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete the Tool Allowances appearing in subclause (i) of clause 3, Wages, of the award published 22 April 2005 (350 I.G.331), and insert in lieu thereof the following:

Tool Allowances	\$
Shop hand	3.20
Caster	1.30

2. Delete subclause (ii) of clause 6, Overtime, and insert in lieu thereof the following:
- (ii) An employee who is required to work overtime for more than two hours after the usual ceasing time without being notified on the preceding working day shall be paid the sum of \$2.05 as the cost of a meal.
3. Delete subclause (i) of clause 10, Distant Work, and insert in lieu thereof the following:
- (i) On distant work the employer shall provide reasonable board and lodging or pay an allowance of \$51.00 per week of seven days 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 \$51.00.
4. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(256)

SERIAL C4106**CROWN EMPLOYEES (SKILLED TRADES) AWARD**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete from Table 2 - Tool Allowances of Part B, Rates and Allowances, of the award published 13 August 2004 (345 I.G. 779), the undermentioned classifications and tool allowances prescribed therefore and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount per week \$
1	5	Tool Allowances	
		Blacksmith	23.30
		Bodymaker, First Class	23.30
		Boilermaker and/or Structural Steel Tradesperson	23.30
		Bricklayer	16.40
		Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	23.30
		Cabinet Maker	9.30
		Carpenter	23.30
		Drainer	23.30
		Farrier	23.30
		Fitter	23.30
		Forger and/or Faggoter	23.30
		Machinist, First Class (Metal Trades)	23.30
		Machinist (Metal Trades) Special Class	23.30
		Marker Off	23.30
		Motor Mechanic	23.30
		Painter	5.60
		Panel Beater	23.30
		Patternmaker	23.30
		Plant Mechanic	23.30
		Plasterer	19.20
		Plumber	23.30
		Plumber and Gasfitter	23.30
		Plumber, Gasfitter and Drainer	23.30
		Sewing Machine Mechanic	23.30
		Sheetmetal Worker, First Class	23.30
		Shipwright/Boatbuilder	23.30
		Signwriter	5.60
		Slater and Tiler	12.10
		Stonemason	23.30
		Stonemason-Carver	23.30
		Tilelayer	16.40
		Toolmaker	23.30
		Toolsmith	23.30
		Trimmer (Motor)	23.30

		Turner	23.30
		Vehicle Builder	23.30
		Watchmaker	7.70
		Welder, Special Class	23.30
		Welder, First Class	23.30

2. Delete from Table 3 - Allowances, of the said Part B, Items 50 to 58, inclusive, and Items 60, 64 and 65, inclusive, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
50	8.1	Excess fares and travelling time to and from lace of work	17.10 p.d.
51	8.1.1	If employer provides or offers to provide transport free of charge	6.90 p.d.
52	8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	14.30 p.d. 16.60 p.d.
53	8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	5.80 p.d. 6.80 p.d.
54	9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	10.50 8.80
55	9.8	Tea Money: - required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal - after each four hours on continuous overtime, for each meal	10.50 8.80
56	14.4	Expenses of reaching home and of transporting tools from distant work	17.10
57	14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	356.50 p.w. 51.00 p.d.
58	14.6	Camping allowance	20.60 p.d.
60	14.7	Returning home for the weekend from distant work	28.90
64	22.6.2	Supply of boots Accrual of credit	29.70 1.48 p.w.
65	23.2	Reimbursement for loss of tools	1,348.00

3. This variation shall take effect from the first full pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

(301)

SERIAL C4105**ENGINE DRIVERS, &c., GENERAL (STATE) AWARD**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete Item 13, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 2 November 2001 (329 I.G. 164), and insert in lieu thereof the following:

13.	23.3(a)	Overtime Meal Allowance	Eff. 11/09/05 \$10.50 per occasion
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2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(084)

SERIAL C4104**BUILDING CRANE DRIVERS (STATE) AWARD**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B - Monetary Rates, of the award published 22 April 2005 (350 I.G. 345), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1.	8(iii)	Overtime meal allowance	10.50 per meal
2.	8 (iii) (a)	Meal interval	10.50 per meal
3.	10A(i)	Travel Allowance	13.20 per day
4.	10A(ii)	Travel within 50 klm from depot	13.20 per day
5.	10I(ii)	Transfer of work sites	0.73 cents per klm
6.	10 D (i)(b)	Excess travel	0.39 cents per klm
7.	10M	Travelling time allowance	9.15 per week
8.	11 (iii) (b)	Living away from home weekly rate	356.50 per week
9.	11 (iii) (b)	Living away from home daily rate	51.00 per day
10.	11 (v) (c) (iii)	Meals while travelling	10.50 p/meal
11.	11 (vi)	Return journey	17.10
12.	11 (xi) (b)	Weekly camping rate	143.60 per week
13.	11 (xi) (b)	Daily camping rate	20.60 per day
14.	12A	Industry Allowance	21.70 per week
15.	12B	Multi Storey Allowance - From 4th floor level to 10th floor level From 11th floor level to 15th floor level From 16th floor level to 20th floor level From 21st floor level to 25th floor level From 26th floor level to 30th floor level From 31st floor level to 40th floor level From 41st floor level to 50th floor level From 51st floor level to 60th floor level From 61st floor level onwards	0.43 per hour extra 0.49 per hour extra 0.58 per hour extra 0.73 per hour extra 0.89 per hour extra 0.94 per hour extra 1.08 per hour extra 1.24 per hour extra 1.31 per hour extra
16.	12C	Towers Allowance Up to 15 metres For every additional 15 metres	0.49 per hour 0.49 per hour
17.	12D(ii)	Dirty work	0.49 per hour extra

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(534)

SERIAL C4103**PLANT, &c., OPERATORS ON CONSTRUCTION (STATE) AWARD**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B Monetary Rates, of the award published 16 November 2001 (329 I.G. 625), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item	Clause	Brief Description	Amount \$
1	5(5)(i)	Operator in charge of plant	13.62 per week
2	5(5)(ii)(a)	Industry allowance	21.70 per week
4	5(5)(iii)	Employees engaged in waste disposal depots	1.01 per hour
5	5(5)(iv)	Leading hands - In charge of more than 2 and up to 5 employees In charge of more than 5 and up to 10 employees In charge of more than 10 employees	19.20 per week 27.10 per week 34.50 per week
6	5(5)(v)	Special Allowance - Employees within A.I. & S, Port Kembla	0.77 per hour
7	5(5)(vi)	Employees involved in road construction work in the Illawarra region near coal wash	0.49 per hour
8	14(ii)	Meal Allowance each subsequent meal	10.50 per meal 8.70 per meal
9	5(2)	Floating/Mobile/other cranes for every 5 tonnes in excess of 20 tonnes	1.73
10	31(i)(a)	Excess Fares Small Fares	14.30 per day 5.50 per day
11	31(i)(b)	Travel Pattern Loading	7.25 per week
12	31(iv)(a) 31(iv)(b) 31(iv)(c) 31(iv)(d)	Travel in excess of 40 kilometres from the depot Minimum Payment Use of Own Vehicle Road Escort - Own Vehicle Transfer - One job to another Own Vehicle	0.77 per km 14.30 per day 0.77 per km 0.77 per km 0.77 per km
13	31(v)	Carrying of Fuels Oils and/or grease	8.21 per day
14	33(iii)(a) 33(iii)(b)	Country Work Allowance Unbroken Week Broken Week	356.50 per week 51.00 per day
15	33(iii)(c)(i)	Travel Allowance - Weekend Return	28.90 per occasion
16	33(v)	Meal Allowance whilst travelling	10.50 per meal
17	34(xv)(a)	Camping Area - Weekend return	28.90 per occasion
18	35(ii)	Caravan Allowance Unbroken Week Broken Week	166.40 per week 23.80 per day

19	37(i)	Employees working in the west and north districts of the State	1.04 per day new
20	37(ii)	Employees working in the western districts of the State Employees working in the southern districts of the State	1.71 per day 1.71 per day
21	38(x)(c)(v)(A)	First-Aid Allowance	2.09 per day
22	38(x)(c)(v)(B)	First-Aid Allowance	3.29 per day
22	38(ix)(d)	Employee engaged in lime work	0.49 per hour

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(358)

SERIAL C4102

GOVERNMENT RAILWAYS (BUILDING TRADES MAINTENANCE STAFF) AWARD

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete the amount of "\$10.20" appearing in subclause (vi) of clause 4, Overtime, of the award published 13 May 2005 (350 I.G. 1052), and insert in lieu thereof the following:

\$10.50

2. Delete subclause (i) of clause 5, Rates of Wages, Tool and Special Allowances, and insert in lieu thereof the following:

5. Rates of Wages, Tool and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of Wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Special Allowance per wk \$	Additional loading per wk \$	Trades- persons' Allowance per wk \$	SWC 2000- 2005 \$	Total per wk \$
Bricklayer	366.00	16.40	12.88	59.87	16.25	99.00	570.40
Bridge Carpenter	366.00	23.30	12.88	59.87	16.25	99.00	577.30
Carpenter and joiner	366.00	23.30	12.88	59.87	16.25	99.00	577.30
Painter	366.00	5.60	12.88	59.87	16.25	99.00	559.60
Signwriter	375.80	5.60	12.88	59.87	16.25	99.00	559.40
Plaster and Fibrous Plaster Fixer	366.00	19.20	12.88	59.87	16.25	99.00	573.20
Plumber and Gasfitter	369.10	23.30	12.88	59.87	16.25	101.00	582.40

* Please note the base rate includes the now deleted basic wage component of \$121.40

Provided that the amount shown as additional loading comprehends consideration for over award payments.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(357)

SERIAL C4101

GOVERNMENT RAILWAYS (BUILDING TRADES CONSTRUCTION STAFF) AWARD

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete the amount of "\$10.20" appearing in subclause (iii) of clause 5, Overtime, of the award published 13 May 2005 (350 I.G. 1070), and insert in lieu thereof the following:

\$10.50

2. Delete subclause (i) of clause 6, Rates of Wages, Tools and Special Allowances, and insert in lieu thereof the following:

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Special Allowance per wk \$	Additional loading per wk \$	Trades- persons' Allowance per wk \$	SWC 2000- 2005 \$	Total per wk \$
Bricklayer	366.00	16.40	12.88	59.87	16.25	99.00	570.40
Bridge Carpenter	366.00	23.30	12.88	59.87	16.25	99.00	577.30
Carpenter and joiner	366.00	23.30	12.88	59.87	16.25	99.00	577.30
Painter	366.00	5.60	12.88	59.87	16.25	99.00	559.60
Signwriter	375.80	5.60	12.88	59.87	16.25	99.00	559.40
Plaster and Fibrous Plaster Fixer	366.00	19.20	12.88	59.87	16.25	99.00	573.20
Plumber and Gasfitter	369.10	23.30	12.88	59.87	16.25	101.00	582.40

* Please note the base rate includes the now deleted basic wage component of \$121.40

Provided that the amount shown as additional loading comprehends consideration for over award payments.

3. Delete the amount of "\$348.10" appearing in subclause (v), of clause 12, Distant Jobs and insert in lieu thereof the following:

\$356.50

4. Delete the amount of "\$10.20" appearing in subclause (viii), of the said clause 12, and insert in lieu thereof the following:

\$10.50

5. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(046)

SERIAL C4100**JOINERS (STATE) AWARD**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B Monetary Rates, of the award published 26 October 2001 (328 I.G. 1142) and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1.	9.4	Leading Hands In charge of not more than 1 person In charge of 2 and not more than 5 persons In charge of 6 and not more than 10 persons In charge of more than 10 persons	13.90 per week 30.60 per week 39.00 per week 52.00 per week
2.	17.	Industry Allowance	21.70 per week
3.	18.1	Tool Allowance: Carpenter and/or Joiner, Shopfitter or Shopfitter and Joiner Carpenter and Joiner Joiner Special Class Joiner - Setter Out Joiner Assembler A	23.30 per week 23.30 per week 23.30 per week 23.30 per week 23.30 per week 6.90 per week
4.	18.1	Shopfitter and/or Joiner Apprentices: Tool Allowance	23.30 per week
5.	20.1(a)	Handling insulating material or working in its immediate vicinity.	0.61 per hour
6.	20.1(b)	Working where temperature raised by artificial means to between 46 and 54 degrees Celsius Exceeding 54 degrees Celsius	0.49 per hour 0.61 per hour
7.	20.1(c)	Working where temperature is reduced by artificial means to below 0 degrees Celsius	0.49 per hour
8.	20.1(d)	Working in a confined space	0.61 per hour
9.	20.1(e)	Engaged in unusually dirty work	0.49 per hour
10.	20.1(f)	Whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter.	1.93 per day
11.	20.1(g)	Required to compute or estimate quantities of materials in respect to work performed by other employees	3.55 per day
12.	20.1(i)	Using an explosive-powered tool	1.16 per day
13.	20.1(j)(iii)	Using toxic substances or like materials Working in close proximity to employees so engaged	0.61 per hour 0.49 per hour
14.	20.1(k)	Using materials containing asbestos or working in close proximity to employees using such materials	0.61 per hour
15.	20.1(l)	If a grindstone or wheel is not made available, the employer shall pay each joiner	5.22 per week

16.	20.1(m)(iii)	Engaged in asbestos eradication	1.65 per hour
17.	27	Meal allowance after working one and a half hours overtime.	10.50
18.	39.1	First Aid Minimum qualifications	2.09 per day
19.	41.2(a)	Maximum amount of reimbursement for loss of tools or clothes.	1,348.00

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(354)

SERIAL C4099**GLASS WORKERS (STATE) AWARD**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 20 April 2001 (324 I.G. 84), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Work Related Allowances

1. Call Out and Availability Allowance (Clause 10)
- | | |
|-------|---------|
| (i) | \$20.30 |
| (ii) | \$68.70 |
| (iii) | \$77.10 |
| (iv) | \$85.70 |
2. Leading Hand (Clause 51)
- | | | |
|-------|--------------------------|--------|
| (i) | 2 and up to 5 employees | \$5.11 |
| (ii) | 5 and up to 10 employees | \$6.42 |
| (iii) | more than 10 employees | \$8.60 |
3. Construction Work (Clause 15)
- | | | |
|------|----------|---------|
| (i) | per day | \$4.33 |
| (ii) | per week | \$21.60 |
4. Special Loading \$81.19 (Clause 51)

Expense Related Allowances

5. Meal Allowance (Clause 29)
- | | |
|------|---------|
| (i) | \$11.10 |
| (ii) | \$11.10 |
6. Country Work (Clause 17)
- | | |
|-------|---------|
| (i) | \$14.00 |
| (ii) | \$62.70 |
| (iii) | \$17.50 |
7. Compensation for Clothes & Tools (Clause 14)
- \$1,348.00

8. Tool Allowance (Clause 49)

- (i) \$5.60 per week
- (ii) \$5.60 per week

9. Car Allowance per km (Clause 11)

\$0.77

10. First Aid Allowance (Clause 20)

\$2.24 per day

General Conditions (Clause 21)

11. Work at Height (Clause 21(1))

- (i) \$2.86
- (ii) \$2.86
- (iii) \$5.12
- (iv) \$9.65
- (v) \$3.28
- (vi) \$2.86
- (vii) \$2.50
- (viii) \$5.12
- (ix) \$9.65

12. Multi-storey Allowance (Clause 21(2))

- (i) \$0.37
- (ii) \$0.44
- (iii) \$0.69
- (iv) \$0.90
- (v) \$1.11

13. General (clause 21(3))

- (i) \$0.46
- (ii) \$0.57
- (iii) \$0.46 between 46°C and 54°C/\$0.55 exceeding 54°C
- (iv) \$0.46
- (v) \$0.57
- (vi) \$0.46

14. Collecting Monies (clause 21(3))

- (i) \$7.47

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

(058)

SERIAL C4098**BUILDING EMPLOYEES MIXED INDUSTRIES (STATE) AWARD**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete Part B, Monetary Rates, of the award published 16 November 2001 (329 I.G. 577), and insert in lieu thereof the following:

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

	Base Rate \$	Supplementary payment \$	SWC Adjustments \$	Tool Allowance \$	Ordinary Weekly Rate \$
Carpenters & Joiners	367.30	38.20	153.00	23.30	581.80
Bricklayers	367.30	38.20	151.00	16.40	572.90
Plumbers including: Gasfitters & Drainers	369.60	38.00	153.00	23.30	n/a
Painters, Including: Signwriters Marblers, Grainers & Artworkers	367.30	38.00	153.00	5.60	n/a

Builders Labourer

Classification	Previous Ordinary Weekly Rate \$	SWC Adjustments \$	Current Ordinary Weekly Rate \$
1. Rigger, Dogger	431.40	84.00	515.40
2. Scaffolder (as defined), powder monkey hoist or winch driver, foundation shaftperson (as defined), concrete finisher (as defined), steel fixer including tack welder	420.20	84.00	504.20
3. Bricklayer's labourer, plasterer's labourer, assistant rigger (as defined), assistant powder monkey (as defined) demolition work (after 3 months experience) gear hand, pile	408.00	84.00	492.00

driver(concrete), hammerperson, mixer driver (concrete), steel erector, aluminium alloy structural erectors, (whether pre-fabricated or otherwise), gantry hand or crane hand, crane chaser, cement gun operator, concrete cutting or drilling machine operator, concrete gang including concrete floater (as defined), roof layer (malthoid or similar material) dump cart operator, under pinner, steel or bar bender to pattern or plan, concrete formwork stripper			
4. Builder's labourer employed on work other than that specified in (1) to (3) hereof	384.20	84.00	468.20

Apprentices

Carpenters/Joiners/Bricklayers/Painters

	Indentured \$	Trainees \$
1st Year	193.00	216.40
2nd Year	282.20	316.70
3rd Year	373.70	410.60
4th Year	436.90	461.20

Plumbers

	\$	\$
1st Year	194.80	220.00
2nd Year	284.70	320.00
3rd Year	375.00	413.90
4th Year	441.10	465.70

Table 2 - Allowances

Item	Clause	Description	Amount \$
1	16.1	Tool Allowance	
	16.1	Carpenter/Joiner	23.30 per week
	16.2	Bricklayer	16.40 per week
	16.3	Plumber	23.30 per week
	16.4	Painter	5.60 per week
		Plumber - Registration Allowance	0.50 per hour
2		Adjustments	
	16.2.2	Ships Plumber	0.25 per hour
	16.2.3	Drainer (amount to be deducted)	0.05 per hour
	16.3.2	Signwriter	0.39 per hour
	16.3.3	Marbler and Grainer	0.39 per hour
	16.3.4	Ship Painter	0.32 per hour
	16.3.5	Casual Ships Painter	12.43 per day
	16.3.6	Signwriter, Grainer, Gilder on Ship work	0.68 per hour
16.3.7(a)	Artworker Grade 2	0.38 per hour	
16.3.7(b)	Artworker Grade 1	0.70 per hour	
All Employees			
3	17.2.1	Insulation	0.61 per hour
4	17.2.2	Hot Work	
		between 46 and 54 degrees	0.49 per hour
		exceeding 54 degrees	0.61 per hour

5	17.2.3	Cold Work	0.49 per hour
6	17.2.4	Confined Spaces	0.61 per hour
7	17.2.5	Swing Scaffold first four hours every hour after	3.55 0.69 per hour
8	17.2.6	Wet Work	0.49 per hour
9	17.2.7	Dirty Work	0.49 per hour
10	17.2.8	Towers Allowance above 15 meters in height each additional 15 meters	0.49 per hour 0.49 per hour
11	17.2.9	Toxic Substances preparation and application when air conditioning plant not operating Close Proximity to employees so engaged	0.61 per hour 0.39 per hour 0.49 per hour
12	17.2.11	Computing Quantities All Trades except Plumbers Plumbers	3.55 per day 0.49 per hour
13	17.2.12	Asbestos Eradication	1.64 per hour
Carpenters, Joiners and Bricklayers Only			
14	17.3.1	Roof Work	0.61 per hour
15	17.3.2	Ship Repair	11.92 per week
16	17.3.3	Second Hand Timber	1.93 per day
17	17.3.4	Acid Work	1.30 per hour
18	17.3.5	Cleaning Down Brick Work	0.44 per hour
19	17.3.6	Bagging	0.44 per hour
20	17.3.7	Brick Cutting Machine	0.61 per hour
21	17.3.8	Heavy Blocks weighting over 5.5 kg and under 9 kg weighting over 9 kg and under 18 kg weighting over 18 kg	0.49 per hour 0.89 per hour 1.25 per hour
Carpenters, Joiners, Bricklayers and Painters			
22	17.4.1	Tunnel and Shaft	0.61 per hour
23	17.4.2	Furnace Work	1.30 per hour
24	17.4.3	Explosive Power Tools	1.16 per hour
Plumbers Only			
25	17.5.1	Chokages	5.59 per day
26	17.5.2	WC's Urinals	0.61 per hour
27	17.5.3	Height Work	0.49 per hour
28	17.5.4	Lead Burner Lead Burner in Chemical Works Oxyacetelyne or Electric Welding Certificate Welding in Compliance with AS4041-1998 Welding other then under 17.5.4(c)	0.62 per hour 0.82 per hour 0.44 per hour 0.64 per hour Min per day \$ 4.97 0.12 per hour
29	17.5.5	Using or in close proximity to Asbestos	0.61 per hour
30	17.5.6	Slaughter Yards	1.16 per hour
31	17.5.7	Roof Work	0.68 per hour
32	17.5.8	Use of Licences Plumber's Licence Gasfitter's Licence Drainer's Licence Plumber's and Drainer's Licence Plumber's and Gasfitter's Licence Gasfitter and Drainers Licence	0.75 per hour 0.75 per hour 0.65 per hour 1.01 per hour 1.01 per hour 1.40 per hour

33	17.5.9 (a) (b) (c)	District Allowance	0.80 per hour 1.30 per hour 1.30 per hour
Ship Plumbers			
34	17.6.1	Ballast and Oil Tanks	0.61 per hour
34	17.6.2	Bilges	0.44 per hour
38	17.6.3	Diesel Engines	0.44 per hour
Painters			
37	17.7.2	Height Work	0.44 per hour
38	17.7.3	Use of Rigging or Scaffold Certificate	0.49 per hour
39	17.7.4	Spray Allowance	0.49 per hour
40	17.7.5	Power Tools	0.49 per hour
Builders Labourers			
41	16.4.2	Builders Labourer engaged on maintenance	12.91 per week
	16.4.3	Builders Labourer other than on maintenance	8.65 per week
42	17.8.1	Work on Acid Resistant Brick Work	0.46 per hour
	17.8.2	Boilers, furnaces, Kilns, etc	0.46 per hour
43	17.9.1	Apprentices use of Rigging or Scaffold Certificate	0.49 per hour
44	18	Leading Hand Carpenters and Bricklayers In charge of: not more than 1 person more than 2 but not more than 5 persons more than 5 but not more than 10 persons more than 10 persons Plumbers In charge of: up to 2 journeypersons 3 to 5 journey persons 5 to 10 journeypersons over 10 journeypersons	Per week 13.90 per week 30.60 per week 39.00 per week 52.00 per week 0.66 per hour 0.79 per hour 1.01 per hour 1.30 per hour
		Painters In charge of: 1 to 5 journeypersons (and/or apprentices) 6 to 15 journeypersons (and/or apprentices) more than 15 journeypersons (and/or apprentices) Builders' Labourers In charge of not less than 2 nor more than 5 persons not less than 5 nor more than 10 persons more than 10 persons	6.13 per day 7.65 per day 10.46 per day 25.30 per week 31.70 per week 42.80 per week
45	20.3.2	Ships Work - Special Places	0.44 per hour
46	20.3.3	Insulations with granulated cork	0.44 per hour
47	20.4	Removal Bitumous Compounds	0.44 per hour
48		Industry Allowance	21.70
49	15.2	Overtime Meal Allowance	10.50 per meal
50	22.3.1(b)	Living Away from Home - Weekly	356.50 per week
51	22.3.1(c)	Living Away from Home - Daily	51.00 per day
52	22.4.1(a)(iii) 22.4.1(b)(i)	Travel Expenses - Meal Return Journey	10.50 per meal 17.10 per occasion
54	22.6.5	Weekend Return Home	28.90 per occasion
55	24.1.1	First Aid Allowance	2.03 per day
56	26.2.1	Loss of Tools and Clothing	1348.00

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(001)

SERIAL C4091**BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD**

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 4435 of 2005)

Before Commissioner Ritchie

8 September 2005

VARIATION

1. Delete paragraph (a) of subclause 18.1 of 18, Classifications and Wage Rates, of the award published 31 August 2001 (327 I.G. 279), and insert in lieu thereof the following:

- (a) Wage Rates - New Classification Structure

Subject to subclause (c) of this clause, the following amounts shall be applied where appropriate for the purposes of the calculation of the hourly rate under 18.3 of this award.

Classification	Weekly Rate \$	Relativity %
Construction Worker Level 8 (CW8)	682.60	125
Construction Worker Level 7 (CW7)	659.70	120
Construction Worker Level 6 (CW6)	638.90	115
Construction Worker Level 5 (CW5)	620.00	110
Construction Worker Level 4 (CW4)	599.20	105
Construction Worker Level 3 (CW3)	578.30	100
Construction Worker Level 2 (CW2)	559.60	96
Construction Worker Level 1 (CW1(d))	546.20	92.4
Construction Worker Level 1 (CW1(c))	534.60	90
Construction Worker Level 1 (CW1(b))	526.20	88
Construction Worker Level 1 (CW1(a))	513.70	85

Old Wage Group	New Wage Group \$	Hourly Rate \$
Carpenter Diver	CW8	25.15
Foreperson (as defined)	CW8	22.05
Sub Foreperson	CW7	20.84
Carver	CW5	18.26
Special Class Tradesperson (Carpenter and/or Joiner, Stonemason)	CW5	18.26
Special Class Tradesperson (Plasterer)	CW5	18.15
Special Class Tradesperson (Bricklayer)	CW5	18.07
Marker or Setter Out (Artificial Stoneworker, Stonemason, Bridge and Wharf Carpenter, Carpenter and/or Joiner, Marble and Slateworker)	CW4	17.69
Marker or Setter Out (Caster, Fixer, Floorlayer Specialist, Plasterer)	CW4	17.58
Marker or Setter Out (Bricklayer, Tilelayer, Hard Floor Coverer)	CW4	17.51
Marker or Setter Out (Roof Tiler, Slate Ridger or Roof Fixer)	CW4	17.39

Marker or Setter Out (Painter)	CW4	17.21
Letter Cutter	CW4	17.69
Signwriter	CW4	17.21
Artificial Stoneworker, Carpenter and/or Joiner, Bridge and Wharf Carpenter, Marble and Slate Worker, Stonemason,	CW3	17.13
Caster, Fixer, Floorlayer Specialist, Plasterer	CW3	17.01
Bricklayer, Tilelayer	CW3	16.94
Roof Tiler, Slate Ridger, Roof Fixer	CW3	16.82
Painter,	CW3	16.65
Shophand	CW3	16.49
Quarryworker	CW3	16.49
Labourer (1) - Rigger, Dogger	CW3	16.49
Machinist	CW3	16.49
Labourer (2) - Scaffolder (as defined), Powder Monkey, Hoist or Winch Driver, Foundation Shaftworker (as defined), Steel Fixer including Tack Welder, Concrete Finisher (as defined)	CW2	15.99
Labourer (3) - Trades labourer, Jack Hammerman, Mixer Driver (concrete), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater (as defined), Roof Layer (malthoid or similar material), Dump Cart Operator, Concrete Formwork stripper, Mobile Concrete Pump Hoseman or Line Hand	CW1(d)	15.62
Plasterer's Assistant	CW1(d)	15.62
Terrazzo Assistant	CW1(d)	15.62
Labourer (4) - Builders Labourer other than as specified herein	CW1(c)	15.31

2. Delete paragraph (a), of subclause 24.3, of clause 24, Allowances, and insert in lieu thereof the following:

- (a) A tool allowance shall be paid for all purposes of the Award to tradesperson and apprentices in their respective trades in accordance with the following table:

Trade	Tool Allowance \$
Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, letter cutter, marble and slate worker, stonemason	23.30
Caster, fixer, floorlayer specialist, plasterer	19.20
Bricklayer, Tilelayer, Hard Floor Coverer	16.40
Rooflayer, Ridger or Roof Fixer	12.10
Signwriter, Painter	5.60

3. Delete paragraphs (a) and (c), of subclause 24.4, of the said clause 24, and insert in lieu thereof the following:

- (a) After six weeks employment, and on request of the employee, an allowance of \$65.80 shall be provided for the purchase of boots. The same allowance will be provided to cover the cost of replacement boots, provided that the allowance need not be paid more than once in any six month period dating from the time the allowance is first provided.
- (c) Employees provided with the allowance, or the boots, will accrue credit at the rate of \$3.30 per week from the date of the request. An employee leaving, or being dismissed, before twenty weeks employment after the date of the request will repay the difference between the credit accrued and the \$65.80.

4. Delete the amount of "\$10.20" appearing in subclause 24.6, of the said clause 24, and insert in lieu thereof the following:

\$10.50.

5. Delete the amount of "\$1315.00" appearing subparagraph 24.7.2(a), of the said clause 24, and insert in lieu thereof the following:

\$1348.00

6. Delete subclause 37.12, of clause 37, Living Away From Home - Distant Work, and insert in lieu thereof the following:

37.12 Table of Allowances

Item No.	Clause No.	Description	Amount \$
1	37.3(b)	Living away from home weekly rate	356.50
2	37.3	Living away from home daily rate	51.00 p/d
3	37.4(a)(iii)	Meals while travelling	10.50 p/meal
4	37.4	Return journey	17.10
5	37.6 (a)	Returning to usual place of residence for a weekend while on distant work Apprentices and Builders' Labourers	28.90
6	37.7(b)	Weekly camping rate	143.60 p/w
7	37.7(b)	Daily camping rate	20.60 p/d

7. Delete subclause 38.12, of clause 38, Fares And Travel Patterns Allowance, and insert in lieu thereof the following:

38.12 Table of Fares and Travel Patterns Allowances

Item No.	Clause No.	Description	Amount \$
1	38.1.1(a)	Fares within the counties	14.30 p/d
2	38.1.1(b)	Fares within a 50 kilometre radius	14.30 p/d
3	38.4.1(b)	Use of own vehicle outside radial ares	0.41 p/km
4	38.8.2	Use of own vehicle transferring between sites	0.77 p/km
5	38.11.1	Apprentices fares 1st year 2nd year 3rd year 4th year	13.30 p/d 13.70 p/d 13.80 p/d 14.00 p/d

8. This variation shall take effect from the beginning of the first pay period to commence on or after 11 September 2005.

D. W. RITCHIE, Commissioner.

(380)

SERIAL C4407**HEALTH EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4288 published 3 March 2006

(357 I.G. 737)

(No. IRC 6395 of 2005)

ERRATUM

1. Insert at the end of Table 1 of Part B, Monetary Rates the following:

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
CFPU Chef			
Level 1	736.90	766.40	797.10
Level 2	763.00	793.50	825.20
Level 3	788.80	820.40	853.20
CFPU Cook			
Level 1	708.40	736.70	766.20
Level 2	736.90	766.40	797.10

G. M. GRIMSON *Industrial Registrar.*

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(380)

SERIAL C4406**HEALTH EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4171 published 24 February 2006

(357 IG 590)

(No. IRC 2500 of 2005)

ERRATUM

1. Insert at the end of Table 1 of Part B, Monetary Rates the following:

Classification	Rate from 1.7.2004
	4% \$
CFPU Chef	
Level 1	708.60
Level 2	733.70
Level 3	758.50
CFPU Cook	
Level 1	681.20
Level 2	708.60

G. M. GRIMSON *Industrial Registrar.*

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THE REAL ESTATE INDUSTRY (STATE) AWARD 2003

Erratum to Serial C3995 published 18 November 2005

(354 I.G. 893)

(No. IRC 4236 of 2005)

ERRATUM

1. Delete instruction 2 and insert in lieu thereof the following:
2. Delete Table 1 - Rates of Pay of Part E, Monetary Rates, and insert in lieu thereof the following:

PART E**MONETARY RATES****Basic Wage for Adult Males : \$121.40 per week****Table 1 - Rates of Pay**

Full-time Employees	Amount Per Week \$
Salesperson	519.10
Property Manager	558.50
Property Officer	
Grade 1	542.00
Grade 2	524.00
Grade 3	508.10
Licensee-in-charge	610.00

G. M. GRIMSON *Industrial Registrar.*

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(1367)

SERIAL C4131**COUNTRY ENERGY ENTERPRISE AWARD 2004**

Erratum to Serial C3776 published 2 September 2005

(353 I.G. 584)

(2329 of 2005)

ERRATUM

1. Delete the award published 2 September 2005 (353 I.G. 584) and substitute the following:
1. Insert in the Arrangement of the award published 10 December 2004 (347 I.G. 676), the following new clause number and subject matter:

51. Superannuation

2. Renumber in the Arrangement, clause 51, Salary Maintenance, to read as clause 52 and renumber remaining clauses accordingly:

52. Salary Maintenance
53. Workplace Flexibility
54. Clothing
55. Union Delegates' Rights
56. Supply of Residence
57. Leave Reserved

3. Renumber clause 51, Salary Maintenance, to read as clause 52 and insert a new clause 51 as follows and renumber remaining clauses accordingly:

51. Superannuation

- (i) Default Superannuation Scheme

Subject to the provisions of relevant superannuation legislation, employees under this Award will have their Superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

- (ii) Salary Sacrifice To Superannuation

- (a) An employee may elect in lieu of being paid an amount of Award Wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the EISS.
- (b) Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the EISS.
- (c) The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

G. M. GRIMSON, Industrial Registrar.

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SERIAL C4410

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA06/89 - BlueScope Steel (AIS) Pty Ltd - Port Kembla - Bulk Operations Enterprise Agreement 2005

Made Between: Bluescope Steel (AIS) Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 17 February 2006.

Description of Employees: The agreement applies to all employees employed by BlueScope Steel (AIS) Pty Ltd, located at Five Islands Road, Port Kembla Steelworks, Port Kembla NSW 2505, who are engaged at the Bulk Berth Operations at Port Kembla in the positions identified in clause 5 of the agreement, who fall within the coverage of the BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2004.

Nominal Term: 36 Months.

EA06/90 - NSW Teachers Federation Staff Agreement 2006-2008

Made Between: New South Wales Teachers Federation -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA02/194.

Approval and Commencement Date: Approved 2 March 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all clerical employees employed by the New South Wales Teachers Federation located at 23-33 Mary Street, Surry Hills NSW 2000, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

Nominal Term: 24 Months.

EA06/91 - TWU - Western Freight Management Enterprise Agreement 2005

Made Between: Western Freight Management -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 13 February 2006.

Description of Employees: The agreement applies to all employees employed by Western Freight Management Pty Ltd located at 13 Butterfield Street, Blacktown NSW 2148, who fall within the coverage of the following awards: Transport Industry (State) Award; Transport Industry - Redundancy (State) Award and the Transport Industry (State) Superannuation Award (No. 2)

Nominal Term: 24 Months.

EA06/92 - Flyash Australia Pty Limited Enterprise Agreement 2005

Made Between: Flyash Australia Pty Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA98/224.

Approval and Commencement Date: Approved 17 February 2006 and commenced 17 May 2004.

Description of Employees: The agreement applies to all employees employed by Flyash Australia Pty Limited located at 119 Willoughby Road, Crows Nest NSW 2065, who are engaged at Flyash Australia Limited's Eraring or Mount Piper site, who fall within the classification of the Flyash Australia (State) Award 2002.

Nominal Term: 21 Months.

EA06/93 - Heyday Group Sydney ACC Major Projects Divisions Heyday Electrics Major Projects Division Enterprise Agreement 2005-2008

Made Between: Heyday Group Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 3 March 2006.

Description of Employees: The agreement applies to Divisional employees employed by Heyday Group Pty Ltd, located at 9 Waterloo Road, North Ryde NSW 2113, who are engaged upon work within the county of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 31 Months.

EA06/94 - Omega Appliances - NSW State Enterprise Agreement 2006-2008

Made Between: Omega Appliances Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 8 March 2006 and commenced 1 June 2006.

Description of Employees: The agreement applies to all employees of Omega Appliances located at 2 Baker Street, East Botany NSW 2019, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA06/95 - Hunter Water Corporation Employees' Enterprise Agreement 2006

Made Between: Hunter Water Corporation -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, Australian Services Union of N.S.W..

New/Variation: Replaces EA04/287.

Approval and Commencement Date: Approved 24 February 2006 and commenced 1 June 2006.

Description of Employees: The agreement applies to all employees employed by Hunter Water Corporation, located at 36 Honeysuckle Drive, Newcastle NSW 2300, who fall within the coverage of the Hunter Water Corporation Employees (State) Award.

Nominal Term: 36 Months.

EA06/96 - Heyday Group Services Enterprise Agreement 2005-2008

Made Between: Heyday Group Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 3 March 2006.

Description of Employees: The agreement applies to all divisional employees employed by Heyday Group Pty Ltd, located at 9 Waterloo Road, North Ryde NSW 2113, who are engaged within the county of Cumberland and who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 31 Months.

EA06/97 - Salvation Army NSW Salary Sacrifice Agreement 2006

Made Between: Salvation Army -&- the Australian Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Media, Entertainment and Arts Alliance New South Wales, Shop, Distributive and Allied Employees' Association, New South Wales, Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 17 February 2006.

Description of Employees: The agreement applies to all NSW employees employed by the Salvation Army Australia Eastern Territory Social Work and the Salvation Army Australia Eastern Territory General Work, located at 140 Elizabeth Street, Sydney NSW 2000, who fall within the coverage of the following awards: Health, Fitness and Indoor Sport Centres (State) Award; Journalists (Specialist Publications) (State) Award 1996; Motels, Accommodation and Resorts, &c. (State) Award; Shop Employees (State) Award; Textile Industry (State) Award; Transport Industry - Mixed Enterprises Interim (State) Award and the Transport Industry - Retail (State) Award 1999.

Nominal Term: 24 Months.

EA06/98 - Auburn Council Ranger's Team Enterprise Agreement 2005

Made Between: Auburn Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 27 February 2006 and commenced 1 October 2005.

Description of Employees: The agreement applies to all employees employed by Auburn Council, who are engaged as part of the Ranger Team with the exception of employees who are designated as senior staff, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA06/99 - Warringah Council Kimbriki Recycling & Waste Disposal Centre Enterprise Agreement 2006-2009

Made Between: Warringah Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA02/315.

Approval and Commencement Date: Approved 1 March 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all employees of Warringah Council located at Civic Centre, Pittwater Road, Dee Why NSW 2009, who are engaged in the industries and callings of Work Co-ordinators, Landfill Attendants and Weighbridge Attendants in the Kimbriki Recycling and Waste Disposal Centre with the exception of employees who are designated as senior staff, who fall within the coverage of the Local Government (State) Award.

Nominal Term: 36 Months.

EA06/100 - Riverservices Cleaning and Building Services Enterprise Agreement 2005

Made Between: Riverservices Ltd -&- the Australian Liquor, Hospitality and Miscellaneous Union, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 3 February 2006.

Description of Employees: The agreement applies to all non executive employees employed by Riverservices Ltd located at Graham Building, Pine Gully Road, Wagga Wagga NSW 2678, as described by the classification structure contained within clause 12 of this agreement, who fall within the coverage of the Cleaning and Building Services Constructors (State) Award.

Nominal Term: 36 Months.

EA06/101 - Fairfield City Council Domestic Garbage Collection Service Enterprise Agreement 2005-2008

Made Between: Fairfield City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 27 January 2006.

Description of Employees: The agreement applies to all employees employed by Fairfield City Council, located at Avoca Road, Wakeley NSW 2176, who are engaged in the Council's domestic garbage service, who fall within the Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA06/102 - Leichhardt Council Waste Collection Enterprise Agreement 2006-2009

Made Between: Leichhardt Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA02/177.

Approval and Commencement Date: Approved 23 February 2006 and commenced 3 April 2006.

Description of Employees: The agreement applies to all employees employed by Leichhardt Municipal Council located at 7 Wetherill Street, Leichhardt NSW 2040, who are engaged in the daily operation and collection of waste of the Leichhardt Council's Waste Services Section, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA06/103 - Sutherland Shire Council Waste Services (Domestic Collection Employees) Agreement 2005

Made Between: Sutherland Shire Council -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA03/54.

Approval and Commencement Date: Approved 16 January 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all employees employed by Sutherland Shire Council located at Eton Street, Sutherland NSW 2232, who are engaged in the domestic waste collection duties of the Council's Waste Services, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 24 Months.

EA06/104 - City Electrical Services (Aust) Pty Ltd NSW Enterprise Agreement 2005-2008

Made Between: City Electrical Services (Aust) Pty Limited NSW -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA03/86.

Approval and Commencement Date: Approved and commenced 6 March 2006.

Description of Employees: The agreement applies to all employees employed by City Electrical Services (Aust) Pty Ltd located at 1/23 Aylesbury Street, Botany NSW 2019, who are engaged in the construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State Award).

Nominal Term: 31 Months.

EA06/105 - Tony Electrics Pty Limited NSW Enterprise Agreement 2005-2008

Made Between: Tony Electrics Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA04/56.

Approval and Commencement Date: Approved 6 March 2006 and commenced 16 February 2006.

Description of Employees: The agreement applies to all employees employed by Tony Electrics Pty Limited located at 59 Barry Avenue, Mortdale NSW 2223, who are on construction sites within NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 32 Months.

EA06/106 - Grid Electrical Services Pty Ltd NSW Construction Agreement 2005-2008

Made Between: Grid Electrical Services Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA05/153.

Approval and Commencement Date: Approved and commenced 6 March 2006.

Description of Employees: The agreement applies to all employees employed by Grid Electrical Services Pty Ltd, who are engaged in working on construction sites within NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 31 Months.

EA06/107 - Fredon Industries Pty Limited Enterprise Agreement 2005-2008

Made Between: Fredon Industries Pty Limited.

New/Variation: Replaces EA04/218.

Approval and Commencement Date: Approved and commenced 6 March 2006.

Description of Employees: The agreement applies to all employees of Fredon Industries Pty Ltd located at 92 Wetherill Street, North Silverwater NSW 2128, whilst engaged on construction sites within NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting (State) Award.

Nominal Term: 31 Months.

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**CONTRACT AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA06/6 - Wollongong City Council Contract Carrier's Agreement 2005-2008

Made Between: Wollongong City Council -&- the Transport Workers' Union of New South Wales.

New/Variation: CA04/5

Approval and Commencement Date: Approved 28 February 2006 and commenced 1 July 2005.

Description of Employees: The agreement applies to all contract carriers employed by Wollongong City Council, located at 41 Burelli Street, Wollongong, who fall within the coverage of the Transport Industries - Excavated Materials, Contract Determination.

Nominal Term: 36 Months.

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