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SERIAL C4230

RICHARD CROOKES CONSTRUCTIONS UNIONS NSW WELLINGTON CORRECTIONAL CENTRE PROJECT AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, industrial organisation of employees.

(No. IRC 5892 of 2005)

Before The Honourable Justice Walton, Vice-President

5 December 2005

AWARD

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2. Objectives

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

- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) Compliance with the NSW Government Construction Industry Code of Practice.
- (q) Commitment to positive project outcomes including completion within Budget and in accordance with Target Programme Milestones

3. Definitions

"Award" means this Wellington Correctional Centre Project Award 2005 made between the Parties.

"Employer Name" means Richard Crookes Constructions Pty Limited of 3/220 Willoughby Road Crows Nest, NSW 2065.

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

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

"Employer" means Richard Crookes Constructions and/or any subcontractor/s engaged by Richard Crookes Constructions to work on the Project.

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

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

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

"Monitoring Committee" means the committee established under clause 9 of this Award.

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

"Completion" means the completion of the Project as specifically defined under the Head Contract between Richard Crookes Constructions and its Client.

"Project Milestones" means the milestones listed in Annexure C as amended by the Monitoring Committee from time to time.

"Project" means the Design & Construction only works contracted to Richard Crookes Constructions at the Wellington Correctional Centre Site, Goolma Road Wellington

"Project Manager" means the Project Manager (Delivery) for the Project appointed by Richard Crookes Constructions from time to time.

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

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

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

4. Application

- 4.1 This Award will apply to the Design and Construction work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.

- 4.2 Where Richard Crookes Constructions engages sub-contractor/s, it shall make it a condition of any contract that it enters into with its sub-contractor/s that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this Project Award.
- 4.3 The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for work on this Project.
- 4.4 This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, the Labor Council and the Unions, to manage those issues on the Project which affect more than one Employer.

5. Duration

- 5.1 This award shall operate on and from 1 August 2005 until completion.

6. Industry Standards

- 6.1 Superannuation and Redundancy

The Parties acknowledge that a contribution of 9% of ordinary time earnings will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The minimum payment made for superannuation for apprentices/trainees working on the project will also be 9% of ordinary time earnings.

The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties. This amount will increase to \$68.00 per week from 1st January 2007. The employers shall make a contribution of no less than \$40.00 per week for apprentices/trainees working on the project. This amount will increase to \$45.00 per week as from 1st January 2007.

- 6.2 Top Up/24 Hour Income Protection Insurance

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

- 6.3 Project Allowance

- (a)

- (i) Subject to subclause 6.3(b) the Employer will pay a project allowance for persons engaged on the project of \$1.75 for each hour worked on the Project, in exchange for the productivity work practices detailed within this Award and the achievement of Programme Milestones listed in Annexure C.
- (ii) The Project Allowance shall be paid at a flat rate and shall not attract any premium or penalties.

- (b) Transport Drivers

- (i) Employees - Rates of Pay

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

(ii) Contract Carrier

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

(iii) GST

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

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

7.1 Induction

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

7.2 Environment, Health and Safety Plans

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

7.3 The Safety Committee

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

7.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.

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

7.5 OH&S Industry Induction

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

7.6 Formwork Safety

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

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

8. Dispute Resolution

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

8.1 Project Disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Richard Crookes Constructions and the Union delegate;
- (c) Discussion between site management representatives of Richard Crookes Constructions and the Union organiser;
- (d) Discussion between senior management of Richard Crookes Constructions and the appropriate Union official;

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

8.2 Demarcation Disputes

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

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

8.3 Procedures to prevent Disputes Regarding Non- Compliance

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

9. Monitoring Committee

- 9.1 The Parties will establish a committee to monitor the implementation of this Award.
- 9.2 This Monitoring Committee will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.

- 9.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
- (a) developing more flexible ways of working;
 - (b) enhancing occupational health and safety;
 - (c) productivity plans, and
 - (d) compliance with Award and other statutory requirements by employers.
- 9.4 If the principles of this Award are not being followed, the Monitoring Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.
- 9.5 The Monitoring Committee will determine if milestones have been met as required by Clause 6.3.
- 9.6 Where any industrial action has occurred outside the strict adherence of the dispute settling procedures, the Monitoring Committee may withhold or suspend payment of The Project Allowance. If no agreement can be reached by the Monitoring Committee, the matter will be referred back to the Commission for determination.

10. Productivity Initiatives

10.1 Learning Initiatives

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

10.2 Inclement Weather

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

10.3 Rostered Days Off

- (a) Subject to Clause 25 a procedure for the implementation of Rostered Days Off (RDO's) will be agreed on the Project. The purpose which is to:
 - (i) increase the quality of working life for Employees; and
 - (ii) increase the productivity of the Project.
- (b) A roster of RDOs will be prepared, following consultation with the workforce and parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.
- (d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.

10.4 Maximising Working Time

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

10.5 Hours of Work

- (a) Ordinary hours of work shall be 8 hours per shift between 6.00am and 6.00pm Monday to Friday; however the acceptable working hours stipulated by the authorities must be adhered to. Ordinary hours may be varied to account for weekend work by agreement between the Employer, Employee and relevant Union. This is particularly relevant for employees who do not live locally but travel and stay near the site for their employment. These Employees may wish to maximise their leisure time when returning home to their families.

11. Immigration Compliance

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

12. Long Service Compliance

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

13. No Extra Claims

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

14. No Precedent

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

15. Single Bargaining Unit

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

16. Union Rights

The Parties to this award acknowledge the right of employees to be active union members and respect the right of the union to organise and recruit employees. The Parties to this award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion. Nothing in this clause 16 shall be contrary to the relevant legislation or the law.

16.1 Visiting Union Officials

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

16.2 Workplace Delegates

Definition

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

- (a) Rights of the Delegate
 - (i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.

- (ii) The delegate shall have the right to approach or be approached by any employee of the employer to discuss industrial matters with that employee during normal working hours.
- (iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
- moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
 - changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;
 - disrupting duly organised meetings.
- (iv) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:
- at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;
 - the introduction of new technology and other forms of workplace change;
 - Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of members
 - Ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements.
 - To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (v) In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following rights:
- the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - at least 10 days paid time off work to attend relevant Union training courses/forums;
 - paid time off to attend meetings of delegates in the industry, as authorised by the relevant union.
- (vi) The employer of a delegate shall provide to the delegate the following:
- a lockable cabinet for the keeping of records;
 - a lockable notice board for the placement of Union notices at the discretion of the delegate;
 - where practicable, i.e. on large sites, a union office;
 - where a union office room is not practicable, access to a meeting room;

use of the telephone for legitimate union business;

from existing resources, and when required access to:-

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

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

a photocopier or facsimile machine.

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

16.3 Union Membership

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

To assist in this process the Employer shall:

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

17. Australian Content

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

18. Protective Clothing

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

- (a) Safety Footwear

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

- (b) Clothing

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

- (c) Jackets

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

- 18.2 In circumstances where any Employee(s) of Employers are transferred to the project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue for this Project until the expiry of the calendar year or on a fair wear and tear basis.
- 18.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause.
- 18.4 Employers will consult with the Labor Council of NSW to be provided with a list of Australian Manufacturers who do not use illegal or exploited labour in the manufacture of their work clothes
- 18.5 Transport Employees/Contractors will be supplied by their employer with Safety Footwear, 1 set of Clothing and 1 Jacket prior to the commencement of work at the site if not already provided and will be replaced as a result of fair wear and tear, provided they are produced to the Employer as evidence.

19. Workers Compensation and Insurance Cover

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

- (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 19.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the employer shall notify the relevant union immediately
- 19.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

20. Apprentices

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

21. Training and Workplace Reform

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

22. Project Death Cover

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

23. Anti-Discrimination

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

- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

24. Personal/Carers Leave

24.1 Use of Sick Leave

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

24.2 Unpaid Leave for Family Purpose

- (a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 24.1(c)(ii) above who is ill.

24.3 Annual Leave

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

24.4 Time-off in Lieu of Payment for Overtime

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

24.5 Make-up Time

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

24.6 Rostered days off

- (a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- (b) An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.
- (c) An Employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.

- (d) This subclause is subject to the Employer informing each Union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Unions to participate in negotiations.

25. Project Close-Down Calendar

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

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

Project. Close Down Calendar 2005

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

Project. Close Down Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)

Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday

Project. Close Down Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

The Parties shall agree to a Project Site Calendar for 2008 consistent with the industry calendar between the Parties. The site calendar shall follow the same principles as those established for the 2007 calendar.

26. Aboriginal Participation

26.1. The Parties to this award recognise and accept the significance of this Project to the local Aboriginal Community.

- 26.2. Richard Crookes Constructions will prepare an Aboriginal Participation Plan for the Project in accordance with the NSW government Aboriginal Participation in Construction Implementation Guidelines.
- 26.3. The parties to this Award commit to the proper implementation of this Plan including the provision of Aboriginal Employment and other opportunities for involvement with the Project.

27. Leave Reserved

Leave is given to the parties to make application to the Industrial Relations Commission of New South Wales to amend this award in order to ensure that it complies with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry and the New South Wales Government Code of Practice for the Construction Industry.

ANNEXURE A (PARTIES)

Part 1 - Employers:

Richard Crookes Constructions

and any subcontractors engaged by Richard Crookes Constructions to work on the project.

Part 2 - Unions:

Unions NSW

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

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

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

ANNEXURE B

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

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

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

Employee Signature:

Date:

EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name:

Business Street Address:

Type of Business:

Name of Contact Person:

Telephone:

Fax:

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

THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550

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

ANNEXURE C

Wellington. Correctional Centre Project

Target. Programme Milestones

*Milestone	Works Description	Target Date
1	Completion of Structure to Building S, Q & N1	2 February 2006
2	Completion of Structure to Building A, B, C, M1, M2, M3	16 May 2006
3	Completion of Building S, Q & N1	14 August 2006
4	Completion of Building A, B, C	14 September 2006
5	Completion of remaining buildings.	18 December 2006
6	Overall Project Completion	17 January 2007

NOTE:

1. The above "Target Programme Milestones" are provided to generally achieve or better the original Contract Programme. It is acknowledged that these milestones may be adjusted from time to time by the Monitoring Committee in order to reflect unavoidable project delays.
2. The first milestone assessment date shall be 2 February 2006 (or thereabouts) and regularly thereafter. Payments shall be made progressively on a weekly basis if it is agreed by the Monitoring Committee that the milestones for the project are being or have been met, in accordance with this Award.

3. If, at any time, the Monitoring committee cannot agree that the milestones are being or have been met, then Project Allowance may be suspended until the matter is resolved in accordance with this Award.
4. Unavoidable project delays shall include all extensions of time as approved by the Client under the Head Contract and delays caused to Target Programme Milestones as a result of works re-programming or re-scheduling by Richard Crookes Constructions to meet contractual completion requirements.
5. *It should be noted that the Milestones noted in this Project Award do not relate to those referenced in the Head Contract.

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

Printed by the authority of the Industrial Registrar.

(1663)

SERIAL C4217

**BARTTER ENTERPRISES STEGGLES FOODS PRODUCTS PTY
LIMITED BERESFIELD SITE OPERATIONS AMIEU INTEGRATED
AWARD 2005-2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, industrial organisation of employees.

(No. IRC 5806 of 2005)

Before The Honourable Mr Deputy President Harrison

22 November 2005

AWARD

Clause No.	Subject Matter
8.	Allowance Increase
45.	Amenities
26.	Annual Leave
27.	Annual Leave Loading
52.	Appointed Positions
33.	Compassionate Leave
48.	Competency Based Training
38.	Continuity of Operations and Disputes and Grievance Procedure
9.	Contract of Employment -All Employees
12.	Contract of Employment - Casual
10.	Contract of Employment -Full Time
11.	Contract of Employment -Part Time
14.	Contractors
7.	Development of Further Agreements
3.	Duration
32.	Family Leave
31.	Family Responsibility
36.	Jury Service Leave
13.	Labour Hire
28.	Long Service Leave
21.	Meal Breaks and Rest Periods
5.	Objective
15.	Ordinary Days of Work
16.	Ordinary Hours of Work
19.	Ordinary Hours Rosters - Day Work
20.	Overtime
35.	Parental Leave
46.	Payment of Wages
43.	Personal Protective Equipment & Clothing
24.	Public Holidays
39.	Recognition of AMIEU
56.	Renewal of Agreement & No Extra Claims Commitment
54.	Right of Entry
18.	Rostered Days Off
42.	Salary Sacrifice Superannuation Contributions
22.	Saturday Work
2.	Scope of Award & Parties Bound

- 25. Shift Work
- 29. Sick Leave
- 30. Sick Leave Management
- 40. Single Bargaining Unit
- 51. Skills Development
- 17. Span of Ordinary Hours
- 23. Sunday Work
- 41. Superannuation
- 4. Supersession
- 1. Title
- 44. Tools & Equipment
- 47. Training
- 50. Training Consultation
- 55. Transmission of Business
- 53. Travel Time
- 37. Union Representatives' Leave
- 34. Unpaid Leave
- 6. Wage Increases
- 49. Workplace Trainers and Assessors

Annexure 1 - Classification Structure & Wage Rates/Allowances

Annexure 2 - Safety Policy

Annexure 3 - Drug & Alcohol Policy

Annexure 4 - Disciplinary Policy & Procedures

Annexure 5 - Redundancy Provisions

Annexure 6 - Record of Salary Sacrifice Contribution Arrangements

Annexure 7- Employees with November Sick Leave Anniversary

Annexure 8 - Unions Delegates' Code of Conduct

Annexure 9 - Load Out Operations

1. Title

This award shall be known as the Bartter Enterprises Steggles Foods Products Pty Limited Beresfield Site Operations AMIEU Integrated Award 2005-2008 ("this award").

2. Scope of Award and Parties Bound

This award is made in relation to Bartter Enterprises and Steggles Foods Products Pty Limited ("the company") and the Australasian Meat Industry Employees' Union - Newcastle and Northern Branch ("the union"). This award is made in relation to employees of the company employed at the company's Beresfield site ("the site"); engaged in the production, storage and distribution of fresh and frozen chicken and turkey products, including value added and cooked products; and activities incidental thereto and consistent with the Industries and Callings powers of the Poulterers (State) Conciliation Committee.

3. Duration

This award will come into effect from the first pay period to commence on and from 22 November 2005. The nominal term of this award expires on 30 June 2008. In the event that the award is not renewed, this award will remain in force.

This award rescinds and replaces the Bartter Enterprises Steggles Foods Products Pty Limited Beresfield Site Operations AMIEU Integrated Award 2002 - 2005 published 28 March 2003 (338 I.G. 972)

4. Supersession

This award is the sole source of all employment conditions for employees engaged at the site who are members or eligible to be members of the union. Any and all previous awards and any previous agreements whether registered or not, including any oral agreements are superseded by this award.

5. Objective

The company recognises the effort of all employees throughout the period of the last agreement and significant improvements have been realised. With strong market competition northern NSW needs to be even more focussed on business improvement. Through continued consultation and participation by all parties, the objectives of this agreement are:

- (a) Continuous improvement in quality of products and customer service
- (b) A work environment where people can contribute to the progress of the business
- (c) A commitment to employee training and development.
- (d) Continued support of safety initiatives
- (e) Introduction and maintenance of world class practices in all activities of our business.

6. Wage Increases

Wages and salaries for all employees will be increased by 4%, with effect from the first full pay period to commence on or after 1 July 2005.

With effect from the first full pay period to commence on or after 1 July 2006, all purpose rates will be increased by 4%.

With effect from the first full pay period to commence on or after 1 July 2007, all purpose rates will be increased by 4%.

7. Development of Further Agreements

During the term of this Agreement, the Company and the Union may agree to develop agreements that apply to particular parts of the Company's operations. These may include annualised salary agreements, provided that the principles of the 1998-2000 Basis of Settlement to apply. Including the requirement that the introduction of annualised salary agreements must be by consent between the Company and the Unions. Any such agreements must be by amendment or addition to the current agreements ratified by the IRC. The "Company" includes the businesses of Bartter Enterprises and Steggle Foods Products Pty Limited.

8. Allowances Increases

Other than for shift allowance, all allowances will be increased by the quantum of this agreement. As per the "no extra claims" clause of the 1998-2000 agreement there will be no retrospective increases.

9. Contract of Employment - All Employees

- (a) Employment will commence by the provision of an offer letter, which makes reference to this award as the source of conditions applicable to the employee.
- (b) Employees shall commence employment on 3 months' probation. During the probationary period, the employee or the company may terminate employment at any time. For the purposes of this sub-clause, the probationary period will commence on and from the employee's engagement on the site, whether as an employee of the company or as an employee of a labour hire provider (as defined at Clause 13)
- (c) The employee may terminate employment by the provision of one week's written notice; or by the forfeiture of an amount equal to the ordinary time earnings for the period where notice was not properly provided. The company may elect to pay out some or all of an employee's notice.
- (d) Employment may be terminated by the company pursuant to the Disciplinary Policy and Procedures (Annexure 4) or on the grounds of redundancy (Annexure 5).

- (e) An employee who does not attend for duty as rostered shall not be paid for the period of absence unless in accordance with the leave provisions of this award.
- (f) An employee who is absent from duty for more than 3 days without notification pursuant to any leave provision of this award shall be deemed to have abandoned employment on the last day of duty. If the employee is able to satisfy the company that the failure to attend work and the failure to notify the company of that inability was due to genuine circumstances, then the employment will not be deemed to have been abandoned. The company will take steps to advise the employee in writing of any intention to proceed with a termination due to abandonment of employment.
- (g) In the event of a failure or shortage of utilities services (i.e. power, water etc), the company may deduct wages from employees if they are not required to remain on site and available for work; subject to the following:
 - (i) where an employee cannot be provided with work from the rostered starting time, the employee shall be entitled to 2 hours' pay.
 - (ii) where an employee has commenced normal work, the employee shall be provided with 4 hours' work or paid for 4 hours' work.
 - (iii) where an employee is contacted prior to the commencement of their shift and prior to leaving their place of residence the employee will not be entitled to payment.
- (h) The company may deduct wages for any day where employees cannot be usefully engaged because of any mechanical breakdown or strike.

10. Contract of Employment - Full Time

A full time employee is one who is to be provided with not less than an average of 38 ordinary hours' work per week.

11. Contract of Employment - Part Time

- (a) The company may employ part-time employees.
- (b) Part-time employees shall have a minimum start per occasion of three continuous hours other than as provided at sub-clause 11(c).
- (c) A part-time employee may have a minimum start of two continuous hours, on two or more days per week, provided that:
 - (i) a two hour start is sought by the employee to suit their personal circumstances. Details of the employee's circumstances shall be recorded on file, and a copy provided to the union; or
 - (ii) the employee resides within 5 kilometres from the site.
- (d) The average maximum number of ordinary hours worked per week must not exceed 38.
- (e) Part-time employees will receive the same ordinary hourly rate as paid to full-time employees of the same classification.
- (f) If a part-time employee agrees to work additional hours in addition to those specified as minimum hours, those additional hours will be paid at the same rate as paid to full-time employees of the same classification. No penalty payments are made unless and until the hours worked by the part time employee fall outside the ordinary full-time hours applicable to full-time employees.
- (g) By consent, a part-time employee may have their "fixed" hours and days varied, provided that they are consistent with the provisions of this clause.

- (h) By consent, a full time employee may become a part time employee provided their hours are consistent with the provisions of this clause.
- (i) All part time employees will be entitled to all benefits and conditions as for full-time employees, provided that such benefits and conditions will apply on a pro-rata basis.
- (j) An employee who was engaged as a part time employee prior to 27 June 1995 will not be required to work a lesser number of days than their current minimum entitlement without their consent.

12. Contract of Employment - Casual

- (a) The company may employ casual employees.
- (b) A casual employee is employed on an hourly basis, and has no reasonable expectation of regular work.
- (c) A casual employee will receive a loading of 21% on all ordinary hours worked in lieu of all leave and public holiday entitlements other than Long Service Leave.
- (d) The proportion of casual employees will not exceed 20% of the site's weekly paid employees.

13. Labour Hire

- (a) The company may use labour that is employed by another commercial entity which contracts with the company to provide labour ("labour hire"); provided that the company consults with the union prior to appointing labour hire providers.
- (b) Subject to satisfactory performance, employees of labour hire providers who are engaged on the site will transfer to the company's employment no later than 8 weeks after their commencement on the site; unless the employee is part of the casual pool.
- (c) Labour hire providers will be contractually bound to apply the wages and allowances provided by this award.

14. Contractors

The companies will manage their operations in the most efficient and cost effective manner possible. From time to time, this will mean that contractors will be engaged either permanently or on an ad hoc basis. Generally contractors will be utilised in situations where:

- (a) the skills, equipment or management resources are not available in-house eg; plumbers;
- (b) the work concerned arises infrequently;
- (c) contractors are able to perform the work at significant cost-advantages;
- (d) employees are incapable of carrying out the work in question;
- (e) the work is related to a specific piece of equipment which is covered by a service contract or warranty arrangement; or
- (f) there are short term significant increases in workload which cannot be reasonably covered by in-house personnel.

Where the companies intend to transfer significant work from employees to contractors, it will consult with employees and the relevant union prior to engaging contractors, unless the work is urgent, and such consultation is not feasible. In this context, "significant" means that the work concerned is likely to result in reductions in the companies' workforce. Where there is disagreement as to the use or proposed use of contractors, the matter shall be resolved pursuant to the disputes procedure.

15. Ordinary Days of Work

- (a) The ordinary days of work shall be any 5 days Monday to Saturday inclusive, provided that employees who were employed prior to 15 June 1990 shall not be required to work ordinary time on Saturdays without their consent.
- (b) Where a 12 hour shift is in operation in accordance with sub-clause 17(c) the ordinary days of work shall be any 3 or 4 days Monday to Sunday inclusive.

16. Ordinary Hours of Work

- (a) A full time employee's ordinary hours of work shall be an average of 38.
- (b) The ordinary hours of work may be rostered in any of the following patterns:
 - (i) 5 equal days per week;
 - (ii) 9 equal days per fortnight;
 - (iii) 19 equal days in a 20 day period;
 - (iv) 4 equal days and 1 short day per week;
 - (v) 4 equal days per week;
 - (vi) 3 equal days over 5 weeks and 4 equal days in the 6th week;
 - (vii) 304 hours over any 56 day period; or
 - (viii) any other agreed method of implementation which may include an accrual system for a rostered day off to a pattern determined by the company, with up to 5 days of accrual.
- (c) Different patterns of hours may apply to different areas or sections of employees.
- (d) Changes to ordinary hours rosters shall be introduced by consultation with the employees concerned through the accredited union delegate. Where agreement cannot be reached, the matter will be resolved in accordance with the Continuity of Operations and Disputes and Grievance Procedure.
- (e) Time worked before the commencement or after the cessation of ordinary hours shall be paid for at overtime rates but may be counted as ordinary hours by agreement.

17. Span of Ordinary Hours

- (a) Where employees are rostered on 5 days of 7 hours and 36 minutes each, the span of ordinary hours shall be from 0500 to 1700. Provided that where a 'Rostered Day Off' accrual system is in place, 8 ordinary hours shall be worked each day.
- (b) Where employees are rostered on 4 consecutive days of 9 hours and 30 minutes each; or 4 consecutive days of 8 hours and 27 minutes each; or 5 days of 8 hours and 27 minutes each; the span of ordinary hours shall be from 0500 to 1930.
- (c) Where employees are rostered on 3 days of 12 hours over 5 weeks and 4 days of 12 hours in the 6th week; the span of ordinary hours shall be from 0500 to 2000. A twelve hour shift may not be introduced other than by agreement with the union or by a determination of the Industrial Relations Commission of NSW.
- (d) By agreement between the company and the union, the starting time of ordinary hours may be brought forward to 0430 during gazetted periods of daylight saving.

18. Rostered Days Off

- (a) This clause applies where, in accordance with sub-clauses 16(b)(viii), 16(c), 16(d), 17(a), 17(b) and 17 (c) the company is operating a system of Rostered Day Off ("RDO") accruals.
- (b) Where, pursuant to subclause 16(b) (viii) and subclause 17(a), employees are rostered to work 8 ordinary hours per day over a 19 day month, the last 24 minutes of each ordinary day shall be accrued and shall fall due on the 20th day as an RDO. Variations to this principle may occur to suit different spans of ordinary hours in accordance with clause 12. For the purposes of this sub-clause, "ordinary day" includes paid public holidays, paid sick leave, paid compassionate leave and paid jury leave; but excludes time off on workers' compensation or unpaid leave.
- (c) The company will provide a roster of RDO's showing when employees are due to take an RDO. Wherever possible but subject to operational requirements, the company will roster RDO's to maximise the number that fall on Fridays and Mondays. The company may elect to reschedule any RDO's that might otherwise fall in any short week by the provision of 28 days' notice of variation.
- (d) By agreement between the company and the employee, up to 5 RDO's may be banked. Other than with the company's consent, RDO's may only be banked during periods of peak production including Christmas and Easter. Banked RDO's may be taken at any time by agreement between the company and the employee. An employee is required to give not less than 72 hours' notice of an intention to take a banked RDO other than with the consent of the company. Banked RDO's do not attract the payment of any loading or penalty.
- (e) By agreement between the employee and the Company, the employee may elect payment for accrued RDO's at a time that is beneficial to the employee.
- (f) By agreement employee may bank up to five (5) RDO and take them as a block in periods of low production.
- (g) An employee may arrange to swap an RDO with another employee with comparable skills by agreement with the company.
- (h) By agreement and on termination of employment, employees shall have accrued RDO entitlements paid out.
- (i) An employee who is on an RDO which coincides with a stand down period or any other unpaid day shall not have any pay deducted for that day.
- (j) Where shift workers are working to a roster which provides for RDO's, their accrual for RDO's includes any applicable shift loading.
- (k) Allowances which accrue on the basis of days worked shall not be included for the purpose of RDO accruals and payments.
- (l) Allowances which accrue on the basis of hours worked shall be included for the purpose of RDO accruals and payments.
- (m) Employees engaged as part time employees on the Primary Processing Plant night shift who are rostered to work on 5 nights' ordinary hours each week will continue to be entitled to an RDO.
- (n) Other than as provided at sub-clause 18(m), no part time employee is entitled to work a roster which provides for RDO's.
- (o) If an RDO falls on a public holiday the employee may elect payment of RDO instead of being rostered off on another day.

19. Ordinary Hours Rostered - Daywork

- (a) An employee will be provided with details of their ordinary hours roster, including starting and finishing times.
- (b) Starting and finishing times may be varied by the company by agreement or by the provision of 48 hours' notice.

20. Overtime

- (a) All time worked in excess of ordinary hours shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter.
- (b) An employee who has worked overtime for more than one and a half hours after his normal finishing time (and who was not notified of the requirement to work overtime no later than the previous day) shall be paid a meal allowance or provided with a meal.
- (c) Where an employee who was notified of the requirement to work overtime no later than the previous day is advised that the overtime is not required; and has provided a meal for themselves, that employee will be paid a meal allowance.
- (d) Where an employee is required to work overtime for more than one and a half hours after their normal finishing time, that employee shall be entitled to a break of 20 minutes prior to commencing overtime, or at a time agreed with the company. This break will be paid for at the rate of time and one half.
- (e) Where an employee who has left the site is recalled to work overtime that employee shall be paid a minimum of 4 hours at double time, provided that the employee presents for work at the time requested.
- (f) Employees shall work reasonable overtime to meet the needs of the site and overtime will not be unreasonably refused, provided that each section can be staffed and the scheduled kill is not processed or packed off. Where overtime is required to prevent issues of food safety and animal welfare the Company and the Union shall reach agreement through consultation. In the event of a dispute in relation to overtime of this nature the Disputes procedure shall apply.
- (g) Each day shall stand alone in the calculation of overtime entitlements.
- (h) An employee shall be entitled to not less than 8 consecutive hours off duty between the completion of overtime and the commencement of work on the subsequent day. Where the company requires an employee to resume work without a break of 8 consecutive hours, the employee shall be paid at the rate of double time until such time as 8 consecutive hours off duty is completed.
- (i) The Company and the Union are committed throughout the life of this Award to addressing the problems associated with commitment to overtime.

21. Meal Breaks and Rest Periods

- (a) All full time employees other than shift workers shall be entitled to an unpaid lunch break of not less than 30 minutes and not more than 60 minutes. The lunch break shall be rostered not more than 5 hours after the employee's rostered starting time.
- (b) All full time employees other than shift workers shall be entitled to a 15 minute paid rest period in the forenoon and a 15 minute paid rest period in the afternoon. The time of the rest periods shall be agreed between the employee and the company. The 15 minutes is calculated from the time of ceasing work until the time of resuming work.
- (c) The company and the union may agree to apply alternative arrangements than those specified in sub-clauses (a) and (b) above.

22. Saturday Work

- (a) Ordinary time work on Saturday will attract a loading of 50% on the ordinary time rate of pay.
- (b) Employees required to work overtime on Saturday will be paid for a minimum of 4 hours overtime, provided that the employee presents for work at the time requested.

23. Sunday Work

- (a) Ordinary time work on Sunday will attract a loading of 75% on the ordinary time rate of pay.
- (b) All overtime worked on Sunday shall be paid at double time, with a minimum payment as for 4 hours unless the overtime is continuous with rostered ordinary time.

24. Public Holidays

- (a) Full time employees are entitled to the following public holidays without deduction of ordinary pay:

New Year's Day;
Australia Day;
Good Friday;
Easter Monday;
Anzac Day;
Queen's Birthday;
Labour Day;
Christmas Day;
Boxing Day;
Union Picnic Day; and
any day proclaimed as a holiday for the State of New South Wales.

Subject to the site's operational requirements, the company shall seek to schedule Union Picnic Day amongst all AMIEU members so that the allocated day falls on a Friday or Monday.

The Picnic Day of the Union (AMIEU) is recognised by the Company for financial members of that Union.

- (b) Where an employee is in receipt of workers' compensation payments, their entitlement to payment under this clause will be limited such that the total payment received by the employee does not exceed 1 day's ordinary time earnings.
- (c) Where an employee is required to work on a public holiday, a loading of 200% will be applied to all time worked: day that is a total of triple time for the day with a minimum payment as for 4 hours' work.
- (d) With agreement between the employee and the company, an employee who works a public holiday may elect to take payment for working as double time payment and a day off in lieu. The day off in lieu must be taken with least disruption to operational efficiency and must be agreed with the company.
- (e) If it is a customer requirement for work to be scheduled over public holidays, in the first instance the company will call for volunteers to work.

The Company will ask for sufficient numbers of volunteers to work on Public Holidays where production is necessary to meet the needs of the customer. Where sufficient numbers have not been met to meet customer requirements, the Company shall reserve the right to require employees to work on any three public holidays in a year other than Christmas Day, Good Friday, Anzac Day and New Years Day, provided that not less than twenty-one (21) days notice is provided to the employees concerned. In the first instance volunteers will be called to work and then employees will be required in reverse seniority i.e. most recently employed would be required to work first.

- (f) Part time employees will be entitled to payment for the public holidays as provided at sub-clause 24(a) on proportionate basis in 11(i). Where a full time employee transfers to part time employment, they may receive payment for public holidays prior to accruing sufficient hours for payment, provided that the "debit" is equal to not more than 6 months' service; and that upon termination of employment, the company may deduct any hours owing from other leave entitlements.

25. Shift Work

- (a) An 'Afternoon Shift' is any shift where rostered ordinary hours finish after the completion of day work hours; that is after 1700 (sub-clause 17(a)), 1930 (sub-clause 17(b)), or 2000 (sub-clause 17(c)); but before midnight. A loading of 15% will apply to all afternoon shift work.
- (b) A 'Night Shift' is any shift where rostered ordinary hours finish at or after midnight and before 0800. A loading of 30% will apply to all night shift work.
- (c) An 'Early Morning Shift' is any shift where rostered ordinary hours commence after 0300 and before 0500 (or before 0430 where ordinary day work hours are commencing at 0430 due to daylight saving time in accordance with sub-clause 17(d)). A loading of 15% will apply to all Early Morning Shift work that commences before 0400. A loading of 10% will apply to all Early Morning Shift work that commences before 0500 (or before 0430 where ordinary day work hours are commencing at 0430 due to daylight saving time in accordance with sub-clause 17(d)).
- (d) Shift loadings are payable on the weekly rate for all work performed, and for paid sick leave and for paid public holidays, unless the public holiday falls within a period of annual leave.
- (e) An employee who works Night Shift will be paid the Night Shift Loading whilst on annual leave. Such employees will not have an entitlement to the annual leave loading.
- (f) The company will provide employees 7 days' written notice of any intention to work shift work or any variation to shift rosters. Shift rosters may be varied with less than 7 days' notice by agreement between the company and the employee or union delegate.
- (g) Shift rosters will specify commencing and finishing times of ordinary working hours for all shifts.
- (h) Full time shiftworkers shall be allowed a paid meal break of 20 minutes at a time or times to be agreed between the company and the union.
- (i) Full time shift workers shall be allowed two paid breaks of 15 minutes each in addition to the meal break provided at sub-clause (h). The time or times of those breaks are to be agreed between the company and the union. The 15 minutes is calculated from the time of ceasing work until the time of resuming work.
- (j) Employees who work on rotating shift rosters may elect to have their shift loadings averaged and paid accordingly.

26. Annual Leave

- (a) Annual leave entitlements will apply in accordance with the Annual Holidays Act 1944 (as amended) with the following additional provisions:
- (i) Annual leave may be taken in blocks of 5 or more days.
- (ii) On reasonable grounds and by agreement with the company, annual leave may be taken as single days.
- (iii) Employees may elect to accrue annual leave for up to 2 years provided that the following conditions are met:
- the employee must seek the approval of the company once 20 days' annual leave is accrued;

employees' applications will be assessed on merit and against the site's operating requirements;

leave accrued pursuant to this sub-clause may not be automatically granted in periods of peak production; and

leave accrued pursuant to this sub-clause will be paid for at the rates applicable at the time the leave was accrued.

- (b) An employee who is seriously ill or injured for five (5) days to a maximum of ten (10) during annual leave will be given the opportunity to claim sick leave for this period of illness and have their annual leave re-credited, upon the employee producing a certificate from a registered medical practitioner confirming the period and nature of illness/injury provided that that the illness/injury was so serious that the employee would not have been able to perform their normal duties.

A serious illness/injury shall include but is not limited to; a period of hospitalisation, a broken limb, being bed ridden which is confirmed by medical evidence.

Annual leave loading, for the period of illness/injury, can be dealt with in either the following:

- (i) repaid to the Company, or
- (ii) the employee keeps their leave loading but does not receive an additional leave loading when they take their re-credited annual leave at a later date.

27. Annual Leave Loading

- (a) All employees other than night shift workers will receive a loading of 20% on any period of annual leave.
- (b) The loading will be calculated on the applicable weekly rate of pay excluding any shift loadings, penalty rates or any other allowance.
- (c) Night shift workers will receive their shift loading for any period of annual leave in lieu of the annual leave loading (refer sub-clause 25(e)).
- (d) Upon termination of employment, annual leave loading will be paid on all accrued annual leave.

28. Long Service Leave

Long Service Leave entitlements will apply in accordance with the Long Service Leave Act 1955 (as amended) with the following additional provisions:

Accrued long service leave may be taken in any multiple of 1 week.

29. Sick Leave

- (a) On commencement of employment, full time employees will be entitled to 3.16 hours' sick leave for each completed month's service.
- (b) Other than as provided at sub-clause (c) below; employees will be credited with 76 hours' sick leave on the first and subsequent anniversary dates of commencement as a full time employee.
- (c) Those employees who are named at Annexure 7 will be credited with 76 hours' sick leave on 30 November each year.
- (d) Where a full time employee has previous continuous service as a casual employee for not less than 12 months, that employee will be credited with 38 hours' sick leave upon commencement of full time employment.

- (e) Where a full time employee has previous continuous service as a casual employee for not less than 24 months, that employee will be credited with 76 hours' sick leave upon commencement of full time employment
- (f) Employees are required to notify the company of any absence due to sickness prior to the commencement of rostered work, unless it is impractical to do so. Employees' notification shall be made according to the procedure specified by the company. This procedure may be varied from time to time.
- (g) Employees are required to provide medical certificates to the Company if sick leave is claimed immediately before or after any leave, RDO or other paid leave day or Public Holiday or forfeit that day's payments.
- (h) Employees are required to provide medical certificates to the company if sick leave is claimed for an absence of 2 or more consecutive days; or if sick leave is claimed for an absence of 1 day where the employee has had more than 3 single day sick leave absences in any 12 month period.

Any employee who has in excess of 10 days sick leave accrued will not be required to produce a medical certificate unless the absence exceeds 3 days.

- (i) The company has the right to interview any employee who has claimed sick leave for the purpose of ascertaining whether or not the employee has in fact been sick and to estimate the duration of that sickness. Where the Company Medical Officer is so requested by the company, the employee may be the subject of a medical examination. Any employee who unreasonably refuses the interview or examination shall not be entitled to paid sick leave in respect of the absence.

The company will not exercise this right unless it has reasonable grounds, and will in any case advise the union of its intention before exercising it.

- (j) Sick leave accrues without limitation until the termination of employment, however there is no payment of accrued sick leave upon termination.
- (k) Employees who have taken sick leave immediately before the end of the pay period will have the absence paid as sick leave (provided that they have accrued sufficient sick leave) without the PRC being completed. In the event that the PRC and associated certificates are not produced or the application is otherwise unsatisfactory, the pre-paid sick leave will be deducted from the employee's next pay.
- (l) Employees whom continually or fail to provide adequate notice or do not provide reasonable explanation for a failure to notify, will be subject to disciplinary action in accordance with the Disciplinary process.
- (m) If an employee presents a backdated medical certificate payment will only be made if the Medical Practitioner indicates in writing that the employee had attempted to gain an appointment on the first date shown as an absence.

30. Sick Leave Management

Where an employee has:

- (a) been absent from duty in a manner which is systematic or exhibits a pattern;
- (b) has exceeded their annual sick leave entitlement without due cause or authorisation
- (c) has failed to produce satisfactory evidence as per sub clause 29(g) and 29(h)

The employee will be subject to disciplinary action as per the Company's Disciplinary policy and procedure.

The Company and the Union agrees that absenteeism is an area that requires significant improvement and are committed throughout the life of this Award to addressing Absenteeism possibly by way of self funding

incentives. Absenteeism will continue to be measured, and the parties will work together to attempt to develop an absenteeism improvement system.

The Company and the Union agree to investigate:

- (a) Appropriate definitions and performance indicators for absenteeism;
- (b) A review of internal and external best practice;
- (c) Salary continuance and income protection plans;
- (d) The availability and benefits of site wide health insurance, separately or linked to a salary continuance plan; and
- (e) Set targets for improvement in absenteeism performance

31. Family Responsibility

The Company recognises the need for employees to balance work and family commitments. Within business requirements, every effort will be made to provide conditions of employment that are family friendly.

The Company's commitment to a family friendly workplace will also include consultation with employees and their union before the implementation of any changes to hours and conditions of employment.

32. Family Leave

- (a) An employee may utilise their accrued sick leave for the purposes of caring for a family member who requires personal care due to illness or injury.
- (b) For the purposes of this clause, "family member" includes but is not limited to husband and wife (including de facto and same sex spouse), father, mother, stepfather, stepmother, child, stepchild, brother, sister, or other relative of the employee or the employee's spouse who is living in the same household.
- (c) Employees are required to notify the company of any absence due to family leave prior to the commencement of rostered work, unless it is impossible to do so.
- (d) The company may require evidence of the employee's family member's illness in the form of a medical certificate.
- (e) Employees may elect to take time off in lieu of payment for overtime in order to care for a family member pursuant to sub-clauses (a) and (b) above. The employee will accrue time off on the basis of one hour's paid family leave for each overtime hour worked. If the employee is terminated and has an accrual of time in lieu of overtime pursuant to this sub-clause, it will be paid out on the basis of one and one half hour's pay for each overtime hour accrued.

33. Compassionate Leave

- (a) An employee will be entitled to take compassionate leave on each occasion and on the production of satisfactory evidence of the death of near relatives.
- (b) For the purposes of this clause, "near relatives" include, but are not limited to husband and wife (including de facto and same sex spouse), father, mother, stepfather, stepmother, child, stepchild, brother, sister, parent-in-law, brother/sister-in-law, grandparents and grandchildren. Each situation will be assessed on its merits, and the relationship of the employee to the deceased will be the principal consideration in determining the amount of leave granted, which will vary from 1 to 5 days.
- (c) An employee will not be entitled to compassionate leave if the leave coincides with any other type of paid leave.

34. Unpaid Leave

- (a) Full time employees may apply for unpaid leave for any purpose provided that they may not seek or be engaged in employment during an unpaid leave period.
- (b) Unpaid leave will be granted in situations where the employee is required to take extended time off work to cope with a personal or family matter. The company may require evidence of the reason for the leave.
- (c) Unpaid leave will be granted in circumstances when all other accrued leave has been exhausted, with the exception of Long Service Leave. If an employee is absent for a period greater than three (3) months and it is a reasonable expectation that they will not return to work in the near future, the Company may terminate the his/her employment.
- (d) Employees proceeding on unpaid leave may elect to pre-pay their superannuation death and TPD insurance for the duration of the unpaid leave.

35. Parental Leave

The Parental Leave provisions of the Industrial Relations Act 1996 (NSW) will apply to employees engaged under this Award. Qualifying employees will be entitled to extend the period of unpaid Maternity Leave of 52 weeks to a total period of 78 weeks under the following arrangements:

Employees can access all outstanding Annual and Long Service Leave entitlements (including pro-rata Annual Leave up to the date of commencement of leave) immediately prior to or after the 52 weeks, special unpaid leave can be taken by agreement to extend the period to a maximum of 78 weeks.

The Company will not unreasonably refuse requests for Special Unpaid Leave.

The company commits to consider carefully all requests from people returning from Maternity leave to work part time.

If an employee experiences medical difficulties during their pregnancy upon producing medical documentation the Company will consider whether the following situation can be accommodated:

- (a) the employee may work part time for a temporary period of time until the problem is overcome.
- (b) the employee may be transferred to another job or work area. This temporary transfer must be as close as possible in status and wage rate to the present position.

If either of these options are impractical then the Company will advise you as to what leave is available (i.e. sick leave, annual leave, long service leave, leave without pay or maternity leave pursuant to NSW Industrial Relations Act 1996).

36. Jury Service Leave

- (a) A full time employee who is required to attend jury duty will receive payment for the period of the jury service. The payment will be calculated as the difference between the payments due in respect of the employee's normal rostered hours and any payments received as a result of the jury service.
- (b) Employees are required to advise the company as soon as the request to attend for jury service is received by the employee.
- (c) The company may require proof of attendance and details of the amounts received for jury service.

37. Union Representatives' Leave

- (a) For the purpose of this clause, "union representative" means an employee who is an accredited delegate of the union, or an employee who has been duly elected to represent one or more areas or shifts on the site as a member of the United Workers' Committee.
- (b) A union representative is entitled to reasonable time off work without deduction of normal pay for the purpose of carrying out their functions. This includes, but is not limited to;
- attending hearings and conferences in industrial tribunals;
 - representing employees in resolving grievances;
 - attending meetings with the company
 - attending COM meetings;
 - attending monthly Works Committee meetings, provided that the company's exposure is limited to 1 hour; and
 - investigating employee grievances.

Provided that every effort is made to ensure that these absences do not unreasonably affect the operational efficiency of the site.

- (c) Union representatives are entitled to take leave without deduction of normal pay for the purpose of attending union training seminars and courses. The maximum number of paid days available to all union representatives in any calendar year will be 15.
- (d) All applications for leave pursuant to this clause should be made in writing as soon as practicable, but in any case not less than 48 hours prior to the leave being taken.

38. Continuity of Operations and Disputes and Grievance Procedure

In the event that any grievance or dispute arises every effort will be made to resolve the issue at the local level. The parties are committed to speedy resolution of the issue in accordance with this procedure:

- (a) the grievance or dispute should be raised by the employee or employees with their immediate manager, who will respond within two working days, unless there are reasonable circumstances preventing a response in that time;
- (b) if the grievance or dispute is unresolved, the AMIEU delegate or AMIEU official will raise the issue with the Operations Manager (or his nominee) who will respond within two working days, unless there are reasonable circumstances preventing a response in that time;
- (c) if the grievance or dispute remains unresolved the Secretary of the AMIEU will meet with the company's State Human Resources Manager to review the matter and determine its future course to resolution;
- (d) if the grievance or dispute remains unresolved, the AMIEU may elect to refer the matter to the Barter Enterprises Single Bargaining Unit (SBU). The SBU shall convene a meeting of officials, appropriate delegates and senior management as soon as possible. The SBU meeting will attempt to resolve the issue and/or determine an appropriate procedure for resolution of the dispute;
- (e) if the grievance or dispute remains unresolved it is to be notified to the Industrial Relations Commission of NSW for conciliation, and arbitration if necessary. The Commission's decision will be final.

- (f) If the dispute concerns the dismissal of an employee for disciplinary reasons, at the AMIEU's request the company will revoke the dismissal and suspend the employee without loss of normal pay while the matter is discussed under this clause. The employee will remain suspended for the duration of the process outlined above.
- (g) If the matter is not resolved, the employee's suspension will cease at the conclusion of conciliation referred to in subclause (e) above and the dismissal will proceed, without prejudice to the rights of the employee, the AMIEU or the company.

39. Recognition of Amieu

The company recognises the union as the principal representative body for employees at the Beresfield site. During the life of the award, the company will:

- (a) not employ any employee under any terms and conditions other than as provided by this award;
- (b) not employ any relevant employee under an Australian Workplace Agreement;
- (c) encourage relevant employees to become and remain members of the union; including introducing new employees to union delegates as part of the induction process, providing membership application forms and facilitating direct payroll deductions for union dues;
- (d) provide a dedicated noticeboard for the display of material approved by the union; and
- (e) union delegates will be provided with reasonable access to office facilities including photocopiers, telephones and facsimile machines.

40. Single Bargaining Unit

- (a) The existing Single Bargaining Unit arrangements, including representation and consultation will remain in place. As previously agreed with the unions, the independent profitability review will not be carried out in the future.

The SBU shall comprise:

5 x AMIEU delegates	1 x AMIEU official
1 x ETU delegate	1 x ETU official
1 x AMWU delegate	1 x AMWU official
2 x NUW delegates	1 x NUW official
1 x ASU delegate	1 x ASU official
5 x AWU delegates	1 x AWU official
2 x TWU delegates(Mill & Tenam)	1 x TWU official
1 x SAWEPA (VAN DRIVERS)	1 x SAWEPA official
3 - 6 company representatives	

Any changes to these numbers, replacements or additional, to further enhance communication to our employees will be considered by the company on a case by case basis.

- (b) Union delegates and co-delegates who are required to attend Single Bargaining Unit meetings will be entitled to the following:
- (i) No loss of ordinary time earnings
- (ii) In the case of employees who are rostered off, single time for the duration of the meeting and;
- (iii) In the case of employees who are rostered to work a night shift immediately prior or after the Single Bargaining Unit meeting, the company will seek to reschedule their work such that the employee has at least 8 hours off prior to the Single Bargaining Unit meeting. If the employee's

work cannot be re-scheduled, the employee will cease work 8 hours before the commencement of the Single Bargaining Unit meeting without deduction of ordinary pay.

41. Superannuation

- (a) The company will make contributions to complying superannuation funds in accordance with the applicable legislation.
- (b) Current employees' deductions/contributions going into another Superannuation Fund prior to this Award being signed will continue.
- (c) All other current employees and new employees covered by this Award will have a choice two registered superannuation funds, the funds shall be:
 - (i) Colonial First State
 - (ii) Meat Industry Employees' Superannuation Fund (MIESF)

42. Salary Sacrifice Superannuation Contributions

- (a) **Objective**

The objective of this clause is to enable employees to make pre-tax contributions to complying superannuation funds through a salary sacrifice arrangement.
- (b) **Superannuation Guarantee Charge**

The company will continue to make employer contributions to nominated complying superannuation funds in accordance with relevant superannuation guarantee legislation ("employer contributions").
- (c) **Salary Sacrifice Provisions**
 - (i) An employee may request that the company make additional contributions to the superannuation fund to which, at the date this award is made, employer contributions are being made on his or her behalf. These contributions are distinct from and in addition to employer contributions as defined at sub-clause (b). For the purposes of this clause, these additional contributions will be known as "Salary Sacrifice Contributions".
 - (ii) All arrangements for Salary Sacrifice Contributions are subject to the company's approval.
 - (iii) On each occasion on which the company makes a salary sacrifice contribution, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purposes of this sub-clause "occasion" means the calculation and processing of the payroll in accordance with the applicable pay period.
 - (iv) No employee may have Salary Sacrifice Contributions at a level in excess of 50% of their pre-Salary Sacrifice Contribution gross weekly all-purpose rate of pay.
 - (v) Employees may arrange to have Salary Sacrifice Contributions made at a set weekly dollar amount; or as a percentage of earnings.
 - (vi) Other than in pressing personal circumstances, an employee may not vary their Salary Sacrifice Contributions more than 4 times per annum.
- (d) **Record of Salary Sacrifice Contribution Arrangements**

Where an employee elects to enter into a Salary Sacrifice Contribution arrangement, the details of the arrangement will be recorded and circulated in accordance with the form contained at Annexure 6 to this award.

(e) Changes to Applicable Law

In the event that the law governing taxation and superannuation changes in such a way as to render the Objective of this clause unattainable or ineffective or, in the opinion of the company, inappropriate. The company and the union will meet to discuss the matter; and may vary or terminate this clause as they see fit.

(f) Resolution of Disputes and Grievances

Where an employee wishes to raise a grievance in relation to this clause or its operation, he or she shall contact the company's pay office. If the matter cannot be resolved, it shall be referred to the NSW State Human Resources Manager or her nominee, and to the union.

Any grievance that cannot be resolved at the local level shall be resolved in accordance with clause 38 of this award

43. Personal Protective Equipment and Clothing

- (a) All personal protective equipment and clothing issued by the company remains the property of the company and may not be removed from site, altered, damaged or modified by any employee.
- (b) The company will replace all personal protective equipment and clothing on a 'fair wear and tear' basis. Where an employee is unable to return an item of personal protective equipment or clothing for replacement or upon termination of employment, the value of that item may be deducted from wages due to that employee.
- (c) Each employee will be provided with not less than three sets of suitable protective clothing or aprons and suitable head coverings.
- (d) Employees required to work permanently in Freezers will be provided with freezer jackets and overpants; gloves; and appropriate foot and head wear.
- (e) Employees will be provided with protective footwear suitable for the environments in which they are required to work.
- (f) The company will be responsible for laundering and sanitising clothing.

44. Tools and Equipment

The company shall supply all tools, knives, steels, pouches and stones necessary for employees to carry out their duties.

45. Amenities

The company will provide the following amenities to employees engaged at the site:

- (a) male changing facilities including hot/cold showers;
- (b) female changing facilities including hot/cold showers;
- (c) lockers for each employee, provided that the company has no liability for the security of any item stored in a locker;
- (d) a suitable rest room for female staff;
- (e) a lunch room including the provision of boiling water, refrigerators and microwave ovens;
- (f) clean drinking water, coffee, tea, sugar and milk; and

- (g) notice boards accessible to employees.

46. Payment of Wages

- (a) Wages shall be processed weekly on a day fixed by the company. Under normal conditions, employees' pays will be credited to bank accounts no later than midnight on Wednesdays. The company will not be responsible for delays in payment due to the EFT system.
- (b) Wages will be paid by electronic funds transfer to an account nominated by the employee.
- (c) The company may change the pay day and make estimates of employees' prospective earnings in order to overcome difficulties in processing the payroll due to public holidays or other issues beyond its control.
- (d) If an employee is underpaid by a net amount equal to or greater than four hours pay, the Company will ensure that the employee receives the entitled amount. Payment shall be by electronic transfer as soon as possible, or if electronic transfer will mean that the employee will not be able to access that money within twenty four hours, a cash payment will be organised. If payment is late due to external issues related to bank transfers and/or Agency failure that result in total payroll or large sections being delayed, the Company will make all efforts to deal with these issues as soon as possible. Consideration will be given to all claims.

47. Training

The company is committed to enhancing the skill of its workforce through the provision of training. The principle objectives of training are to improve efficiency and productivity and to provide employees with opportunities for career development .

48. Competency Based Training

The company is committed to development and implementation of competency based training across the enterprise

Competency Based Training will not lead to an increase in pay level. a new classification structure will not be developed throughout the life of this agreement.

The competency based training initiative of our best practice strategy intends to formalise on the job training, by:

- (a) the development of Standard Operating Procedures/Work Instructions
- (b) the development of appropriate assessment packages for the unbiased assessment of all employees
- (c) the training and appointment of accredited workplace trainers and assessors to facilitate such training and assessment.

49. Workplace Trainers and Assessors

- (a) The award provision at Level 6 will determine the payment for Workplace Trainers and Assessors
- (b) Workplace trainers and assessors who have attained recognised qualification by an accredited provider of training.
- (c) Such employees, once appointed will be paid at level 6 of the AMIEU Integrated Award
- (d) Unsuccessful applicants will be advised in writing and invited to participate in the further development of skills and provided with the opportunity to re-apply for future vacancies.

50. Training Consultation

The company commits to ensuring that adequate training systems are in place and that all appointed trainers are involved in regular meetings to ensure consistency and effectiveness. The ability remains to form a Training Committee, chaired by the Training Coordinator and will include the Chairperson of the Works Committee and appointed trainers. The aim of the committee would be to participate in the development and improvement of training and systems in the workplace.

51. Skills Development.

The Company and the Union agree to consult regarding the attainment of higher skills development and appropriate payment during the life of the agreement.

52. Appointed Positions

The position of Team Leaders, Leading Hands and Workplace Trainers are appointed by the Company, people in these roles will be subjected to an on-going, regular and fair performance management system designed to assist in a better understanding of the responsibilities and accountabilities of their roles. People in these roles who fail to meet satisfactory standards of work performance, leadership, safety and quality standards will be removed from the role. Upon being removed from the role of responsibility the employee will accept the applicable wage of the position which they then perform.

53. Travel Time

When an employee is in the course of his/her employment is required, other than in ordinary hours of work, to travel to a place other than their usual place of employment they shall be paid:

- (a) all reasonable expenses actually incurred.
- (b) ordinary time rates for time occupied in travelling outside of ordinary working hours that is excess of time normally occupied travelling from their place of residence to place of work.
- (c) For use of an employee personal vehicle be paid 56 cents per kilometre.

54. Right of Entry

- (a) The Companies will provide "right of entry" to the Beresfield Site for the purposes of servicing employees and workplace inspection. It is agreed that prior to arriving at site where possible the union will contact the Company to notify of the visit. Union officials shall ensure that Company regulations will be respected.

The Companies will induct all Union Officials as visitors however they must be accompanied by a fully inducted person if they leave the office areas.

Please note that customer and statutory authorities are placing increasing pressure to have a fully controlled and secure site, as this is achieved prior notice will be essential for anyone to gain access.

A delegates' code of conduct is included in the appendix section

55. Transmission of Business

This clause shall cover the transmission of any section of the current Beresfield Site covered by this Agreement to another party whether by agreement or by operation of law.

- (a) Definitions:

In this clause "another party" shall mean the transmittee of the business and shall include a person, an employer, trading corporation or other entity operating within industry.

(b) Transmission of business or work:

- i. Where the company makes a definite decision to transmit some or all of the business covered by the scope of this agreement to another party, the Company will notify the employees who may be affected by the proposed changes and the Unions.
- ii. As soon as practicable after the decision has been made to transmit such business, and not less than 4 weeks before the proposed transmission is to take place will advise the affected employees and the relevant unions about the likely effects of its decision on those employees.
- iii. At the same time as the discussions referred to in sub-clause (b) above, the parties shall commence communication regarding the proposed transmission of business including the following:
 - (1) the reasons for the proposed transmission of business;
 - (2) any available alternatives to such transmission of business;
 - (3) measures to avoid or minimize the effects on the employees of the transmission of business including the availability of alternative employment.
- iv. If the Company has determined to proceed with the transmission of business, then the Company shall seek to:
 - (1) Make it a condition of any contract that it enters into with another party with respect to the transmission of business that if an employee transfers on transfer they are to be offered wages and conditions equal to this Agreement.

or
 - (2) Provide an offer of employment within the Company wages and conditions not inferior to those currently received by the employee if such a position exists.

or
 - (3) By agreement, provide a transfer to a position within the Company with conditions of employment less than current conditions at which time the difference in entitlements shall be paid out to the employee, if such a position exists.

(c) Ongoing Employment:

Where the Company obtains alternative employment for the employee or transfers with the business in accordance with Clause (iv) the employee shall not be entitled to redundancy pay.

(d) Redundancy:

Where the employee cannot be found employment in accordance with Clause (iv) above within the Company or with another party the employee shall then be entitled to redundancy

56. Renewal of Agreement and No Extra Claims Commitment

The company and the union will commence negotiations for the renewal of the award not later than 1 March 2008.

During the life of this award, the union undertakes not to make or pursue any claim for improvements in wages or non-monetary conditions other than as explicitly permitted by any decision of the Industrial Relations Commission of NSW.

The rates of pay in this award include the adjustments payable under the State Wage Cases during the term of this agreement.

This award is for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than as provided for in the award itself.

ANNEXURES

1. Classification Structure and Wage Rates & Allowances:
Bartter Enterprises & Steggle Foods Pty Limited Beresfield Operations
2. Safety Policy
3. Drug and Alcohol Policy
4. Disciplinary Policy and Procedures
5. Redundancy Provisions
6. Record of Salary Sacrifice Contribution Arrangements
7. Schedule of Employees With November Sick Leave Anniversary
8. Union Delegates Code of Conduct
9. Load Out Operations

ANNEXURE 1

Bartter Enterprises Beresfield Operations Including Steggle Foods Pty Limited and Fresh Value Added:

CLASSIFICATION STRUCTURE AND WAGE RATES/ALLOWANCES -

Mixed Functions

An employee who is required to perform on any day work for which a higher rate of wage than that of his/her ordinary classification as prescribed in Levels 1 to 6 or Annualised Salary shall be paid as follows:

- (a) If an employee is required to perform such work for 4 hours or more, the employee shall be paid for the day the higher (or highest, as the case may be) rate of wage prescribed for the work performed.
- (b) If an employee is required to perform such work for 2 hours or more but for less than 4 hours, the employee shall be paid for one half day the higher (or highest, as the case may be) rate of wage prescribed for the work performed.
- (c) If an employee is required to perform such work for less than 2 hours, the employee shall be paid the higher (or highest, as the case may be) rate of wage prescribed for the time actually occupied on such work.

Provided that no additional payment under this subclause need be made to an employee who is required to perform on any day, such higher paid work for not more than 30 minutes because of the failure of another employee to be present at his/her work.

I An employee who is required to perform, on any day, work for which a lower rate of wage than that of his/her ordinary classification is prescribed, shall suffer no reduction in pay in consequence thereof.

II Provided that whilst an employee is being trained to perform duties at a higher level, this clause shall not apply.

Process Employee Level 1:

All new employees will commence and remain at this level until they have met the promotional criteria. Level 1 employees will be provided with Area specific Induction and closely supervised and monitored while they are trained in the areas processes in accordance with the established training protocols.

Promotional Criteria

Once the employee has completed the probationary period and has been assessed during this period to undertake the duties required in his/her section the employee shall moved to the level appropriate to their duties.

Level 1 - 38 hour week		Rate July 1 2005	Rate July 1 2006	Rate July 1 2007
All others		588.17	611.70	636.17
Casuals		710.65	739.08	768.64
Junior Casuals -	16 years	352.90	367.02	381.70
	17 years	382.30	397.60	413.50
	18 years	411.72	428.18	445.31
	19 years	470.54	489.36	508.93
	20 years	529.36	550.53	572.56

A junior employee will receive the full adult rate of the relevant classification after two years from commencement of continuous employment.

Process Employee Level 2:

The point of entry to Level 2 shall be Level 1.

An existing employee performing work at this level.

Proven or demonstrated industrial experience or equivalent qualifications.

Demonstrated skills appropriate to the enterprise (as defined).

Skills/Duties -

The employee will be responsible for the quality of his/her own work within this level and must undertake duties in a safe and responsible manner.

These are indicative of the tasks, which an employee may perform at this level:

- (a) Laundering of protective clothing in the factory environs.
- (b) Cleaning the amenities, canteen and general processing areas.
- (c) General gardening and cleaning around work place areas.

Promotional Criteria -

An employee remains at this level until he or she has developed the skills to allow the employee to effectively perform the tasks required of this level. Once they are assessed to be competent to perform effectively at a higher level to enable them to progress to a higher level position as it becomes available.

Level 2 - 38 hour week		2005	2006	2007
Hygienic & Aesthetic Day Cleaner		597.18	621.07	645.90
Leading Hand Small Group (per hour)		0.84	0.87	0.91
Leading Hand Small Group (per hour)		1.18	1.23	1.28
Afternoon Shift (per week)		89.58	93.16	96.89
Night Shift (per week)		179.15	186.32	193.77
Junior Employees	16 years	358.30	372.63	387.54
	17 years	388.16	403.69	419.83
	18 years	418.03	434.75	452.14
	19 years	477.73	496.84	516.72

	20 years	537.46	558.96	581.32
Senior Casual		722.58	751.48	781.54
General Gardening - Cleaning (around workplace areas)		620.19	645.00	670.80
Senior Casual		750.43	780.45	811.67
Junior Employees	16 years	372.11	387.00	402.48
	17 years	403.12	419.25	436.02
	18 years	434.14	451.50	469.56
	19 years	496.15	516.00	536.64
	20 years	558.17	580.49	603.71

A junior employee will receive the full adult rate of the relevant classification after two years from commencement of continuous employment.

Process Employee Level 3:

Points of entry are Level 2 or lower or an existing employee performing work at this level.

An employee with other recognised industry experience or equivalent qualifications (as defined).

Skills/Duties -

An employee will be required to be responsible for the quality of his/her own work within this level. There may be a requirement to have higher knowledge of quality control.

Must work effectively in a team environment.

These are indicative of the tasks, which an employee may perform at this level:

All work associated with a chain or non-chain processing system from the truck loading bay dock and all work up to and the scalding section of the plant.

Employees whose principal duties include all work from the scalding section up to and including the strapping section prior to entry into a permanent cold storage area.

Processing material handling.

Knife sharpener whose duties do not include de-boning poultry product.

General work associated with the preparation, packing and storage of cooked and uncooked processed poultry products using steam and/or other means of heating.

A specialist cleaner using steam and chemicals to sanitise food-processing equipment after the processing is completed.

All mincing, filling, de-bone machine operation, flavour injector, and mixer.

May be required to obtain licence to operate forklift or to perform basic maintenance procedures.

Demonstrate basic interpersonal skills.

Linko Machine Operator is required to constantly monitor the Linko machine and it's performance and undertake the appropriate adjustments and settings to ensure efficient operation.

Osid Wrapper Machine Operator is required to constantly monitor the Osid Wrapper Machine and its performance and undertake appropriate adjustments and settings to ensure efficient operation.

Koppens Line Machine Operator is required to frequently monitor the Koppens Machine and it's performance and undertake appropriate adjustments and settings to ensure efficient operations

Form Fill Seal Machine Operator is required to frequently monitor the Form Fill Seal Machine and it's performance and undertake appropriate adjustments and settings to ensure efficient operations

Promotional Criteria -

An employee remains at this level until he or she has developed the skills to allow the employee to effectively perform the tasks required of this level. Once they are assessed to be competent to perform effectively at a higher level to enable them to progress to a higher level position, as it becomes available.

RATES

Level 3 - 38 hour week		Rate July 1 2005	Rate July 1 2006	Rate July 1 2007
Process employee - Eviscerating, Packing, Boxing, Smallgoods, Dock, Knife Sharpener (who does not debone poultry), Night Cleaner Food Handler: Eviscerating, Packing, Boxing, Smallgoods, Dock, Knife Sharpener (who does not debone poultry), Night Cleaner		605.70	629.92	655.12
Leading Hand Small Group (per hour)		0.84	0.87	0.91
Leading Hand Small Group (per hour)		1.18	1.23	1.28
Afternoon Shift (per week)		90.86	94.49	98.27
Night Shift (per week)		181.71	188.98	196.54
Osid Wrapper Operator		625.78	650.81	676.84
Linko Machine Operator		639.54	665.12	691.72
Koppens Line Machine Operator		625.99	651.03	677.07
Form Fill Seal Machine Operator		625.99	651.03	677.07
Senior Casual		732.89	762.20	792.69
Junior Employees	16 years	363.42	377.95	393.07
	17 years	393.70	409.45	425.82
	18 years	423.98	440.94	458.58
	19 years	484.56	503.94	524.10
	20 years	545.13	566.93	589.61
Junior Casual	16 years	439.73	457.32	475.62
	17 years	476.37	495.43	515.24
	18 years	513.02	533.54	554.88
	19 years	586.31	609.76	634.15
	20 years	659.60	685.98	713.42

A junior employee will receive the full adult rate of the relevant classification after two years from commencement of continuous employment.

Process Employee Level 4:

Points of Entry are Level 3 or lower or an existing employee performing work at this level.

An employee with other recognised industry experience or equivalent qualifications (as defined).

An employee with recognised enterprise experience (as defined).

Skills/Duties -

An employee will be required to be responsible for the quality of his/her own work within this level and must work effectively in a team environment.

These are indicative of the tasks, which an employee may perform at this level:

Note:

Level 4 has two distinct payments personnel on Level 4 General and Rendering Plant are paid at the base Level 4 rate and due previous arrangements the Distribution /Freezer based personnel rate is calculated as per the following.

Distribution

All tasks associated with storage and retrieval of finished poultry products to or from freezing rooms and cool room, including employees who go into and out of freezer chambers as a part of their load checking duties.

Adult employees, driving a semi-trailer of any capacity within plant environs, loading and unloading the vehicle, monitoring livestock cooling devices and completes records as required.

The Distribution/Freezer rate of pay is the Level 4 plus an average of the applicable hours worked below 4 degrees currently @ .15 cents per hour and below 16 degrees currently @ .37 cents per hour. Therefore effectively their rate is increased by .35 cents per hour for all purposes.

In addition, the below 18 degrees allowance currently @ .68 cents per hour is paid to those employees who were employed to work in the Distribution/Freezer section after 1990.

Those employees who worked in the Distribution/Freezer prior to that time receive an allowance of .72 cents per hour for working in the below 18 degrees temperatures, this will continue until the award catches

General

Employees at this Level may be required to be licensed and to operate forklift.

Adult employees, driving a semi-trailer of any capacity within plant environs, loading and unloading the vehicle, monitoring livestock cooling devices and completes records as required.

Tunnel Operator is responsible for the complete operation of the tunnel areas, to ensure efficient operation. Duties will include appropriate adjustments and minor maintenance to achieve continuous operation.

The Debone Fresh Room personnel receive the same Base Level 4 Rate but do not receive the additional rate for the Distribution/Freezer personnel.

Rendering or Digestion

- (a) Rendering or digestion operators, etc.

Promotional Criteria -

An employee remains at this level until he or she has developed the skills to allow the employee to effectively perform the tasks required of this level. Once they are assessed to be competent to perform effectively at a higher level to enable them to progress to a higher level position, as it becomes available.

Level 4 - 38 hour week	Rate July 1 2005	Rate July 1 2006	Rate July 1 2007
Distribution /Freezer Rendering or Digestion Operators	611.79	636.26	661.71
Leading Hand Small Group (per hour)	0.84	0.87	0.91
Leading Hand Small Group (per hour)	1.18	1.23	1.28
Afternoon Shift (per week)	91.77	95.44	99.26
Night Shift (per week)	183.54	190.88	198.51
Senior Casual	740.27	769.88	800.68
Junior Employees	16 years	367.07	381.75
			397.02

	17 years	397.66	413.57	430.11
	18 years	428.25	445.38	463.20
	19 years	489.42	509.00	529.36
	20 years	550.60	572.63	595.54
Junior Casuals	16 years	444.16	461.93	480.41
	17 years	481.18	500.42	520.44
	18 years	518.19	538.92	560.47
	19 years	592.22	615.91	640.54
	20 years	666.24	692.89	720.61
Freezer Hand		626.92	652.00	678.08
Afternoon Shift (per week)		94.04	97.80	101.71
Night Shift (per week)		188.08	195.60	203.42
Senior Casual		758.58	788.92	820.48
Junior Employees	16 years	376.15	391.19	406.84
	17 years	407.49	423.79	440.74
	18 years	438.83	456.39	474.65
	19 years	501.53	521.59	542.45
	20 years	564.23	586.80	610.27
Junior Casual	16 years	455.15	473.35	492.29
	17 years	493.07	512.80	533.31
	18 years	531.00	552.24	574.33
	19 years	606.86	631.14	656.38
	20 years	682.72	710.03	738.43

A junior employee will receive the full adult rate of the relevant classification after two years from commencement of continuous employment.

Process Employee Level 5:

Points of Entry are Level 4 or lower or an existing employee performing work at this level.

An employee with other recognised industry experience or equivalent qualifications (as defined).

An employee with recognised enterprise experience (as defined).

Skills/Duties:

These are indicative of the tasks, which an employee may perform at this level:

Deboning poultry with a knife on a chain or bench, manual circular knife operation, manual band saw operation.

Product recording, having attained the appropriate industry standard.

Quality assistant who has attained appropriate industry qualifications.

Knife sharpening where duties include deboning poultry with a knife.

Promotional Criteria -

An employee remains at this level until he or she has developed the skills to allow the employee to effectively perform the tasks required of this level. Once they are assessed to be competent to perform effectively at a higher level to enable them to progress to a higher level position, as it becomes available.

Level 5 - 38 hour week		Rate July 1 2005	Rate July 1 2006	Rate July 1 2007
Process Employee: Deboner, Product Recorder, Quality Control and Knife Sharpener who debones poultry		619.76	644.55	670.33
Leading Hand Small Group (per hour)		0.84	0.87	0.91
Leading Hand Small Group (per hour)		1.18	1.23	1.28
Afternoon Shift (per week)		92.96	96.68	100.55
Night Shift (per week)		185.93	193.37	201.10
Group Line Leader		669.97	696.77	724.64
Senior Casual		749.90	779.90	811.09
Junior Employees	16 years	371.85	386.73	402.20
	17 years	402.84	418.96	435.72
	18 years	433.83	451.18	469.23
	19 years	495.81	515.64	536.23
	20 years	557.78	580.09	603.30
Junior Casuals	16 years	449.95	467.94	486.66
	17 years	487.44	506.94	527.21
	18 years	524.93	545.93	567.76
	19 years	599.92	623.92	648.88
	20 years	674.91	701.90	729.98

A junior employee will receive the full adult rate of the relevant classification after two years from commencement of continuous employment.

Process Employee Level 6:

Points of Entry -

Process employee Level 5, or

Proven and demonstrated skills (including, as appropriate, Industry Certificates) to the level required of this grade.

Skills/Duties -

An employee at this level will be capable of performing the duties at all levels and be required to be responsible for the quality of his/her own work and must work effectively in a team environment.

These are indicative of the tasks, which an employee may perform at this level:

Have completed an internal/external accredited "Train the Trainer" course and appointed by the Company as a Workplace Trainer.

Undertake the training of other process employees as directed.

Level 6 - 38 hour week		Rate July 1 2005	Rate July 1 2006	Rate July 1 2007
Process employee: Be capable of performing the duties of all levels plus completed internal/external accredited "Train the Trainer" and appointed by the Company.		676.09	703.14	731.26
Leading Hand Small Group (per hour)		0.84	0.87	0.91
Leading Hand Small Group (per hour)		1.18	1.23	1.28
Afternoon Shift (per week)		101.42	105.47	109.69
Night Shift (per week)		202.83	210.94	219.38
Senior Casual		818.07	850.80	884.83
Junior Employees	16 years	405.65	421.88	438.75
	17 years	439.46	457.04	475.32
	18 years	473.26	492.19	511.88

	19 years	540.87	562.51	585.00
	20 years	608.48	632.82	658.14
Junior Casuals	16 years	490.84	510.47	530.89
	17 years	531.74	553.01	575.13
	18 years	572.66	595.56	619.38
	19 years	654.46	680.64	707.87
	20 years	736.27	765.71	796.35

A junior employee will receive the full adult rate of the relevant classification after two years from commencement of continuous employment.

Leading Hands

A Leading Hand is a 'hands on' employee appointed by the employer and allocated responsibilities determined by the employer to assist in the good order of work flow in an operating area, viz:

Receiving production instructions and allocating the work flow to employees.

To control the standards of work, work output to targets set by Supervisors and other staff.

To determine shortages in labour, or material or plant failures, and to bring any deficiencies to the Supervisory staff for action.

Where a failure in training or behaviour occurs, Leading Hands shall immediately disengage from further action and place the matter into the hands of the Supervisory staff.

Nonetheless, this does not preclude the Leading Hand from giving training but only on the direct instructions of a Supervisor or other Staff.

Leading Hands shall not breach any confidence placed in them by fellow employees or by Supervisory staff.

A Leading Hand is appointed on merit and skill taking into account the following factors:

- (a) Clerical aptitude
- (b) How to supervise assessment
- (c) Work performance - experience
- (d) Attendance
- (e) Attention to detail
- (f) General attitude to Company standards
- (g) Training and education
- (h) Emotional stability
- (i) Maturity and leadership
- (j) Safety consciousness and willingness to follow safety rules.

In addition, the employer may appoint a person who has the appropriate qualifications to a position of Leading Hand for the purposes of acting as a First-Aid Attendant.

(ii) Leading Hand - Small Group:

A Leading Hand - Small Group means a Leading Hand in subclause (i) with duties as defined supervising 20 employees or less and/or qualified and experienced as a Senior Quality Assistant or Senior Processing Materials Handler except where the employee is a staff member.

A qualified First-Aid Attendant may also be appointed as a Leading Hand - Small Group.

(iii) Leading Hand - Large Group:

A Leading Hand - Large Group means a Leading Hand with duties as defined in subclause (ii) supervising in excess of 20 employees.

ALLOWANCES

Steggles Foods Machine Minder

A Machine Minder is a process operator (Level 3 or higher) appointed by the employer and allocated responsibilities determined by the employer to assist in the start-up procedures in an operating area, viz:

Assembling plant and equipment prior to start-up, ensuring all components are accounted for and appear to be in good working order.

Completing start-up checklist to ensure plant is setup in accordance with operating specifications, which includes, but is not limited to:

Ensuring operating settings such as temperatures, line speed, etc are set to the correct start-up positions

Undertaking minor lubrication of plant and equipment

Assembling and installing guards and other add-on components

Ensuring components such as belts, sprayers etc. are in good working condition

Flagging and completing work-orders for maintenance and repairs

Completing respective documentation

A Machine Minder is appointed on merit and skill taking into account the following factors:

Mechanical aptitude

Work performance and experience

Plant knowledge

Attention to detail

General attitude to company standards

Training and education

Safety consciousness and willingness to follow safety rules

Truck Driving (De-bone)

The employee permanently appointed to the role of driving the rigid refrigerated transport for the purpose of transporting product from the Plant to Steggles Foods shall have this Allowance included on to their normal rate and paid for all purposes. Any other persons undertaking this role shall be paid the Hourly Allowance on a mixed function basis. This rate is inclusive of forklift Allowance and shall not be paid in conjunction with that Allowance. The Allowance is \$25 per week or .65 cents per hour.

Truck Driving Dock Shuttle

The employee permanently appointed to the role of Trailer shuttle in the Chicken or Turkey Plant dock areas shall have this Allowance included on to their normal rate and paid for all purposes. Any other persons undertaking this role shall be paid the Hourly Allowance on a mixed function basis. These employees permanently appointed will be required to assist in other duties as required. The Allowance is \$45 per week or \$1.18 per hour

Plant Truck Allowance

Any employee operating the tri axle plant truck shall receive an Allowance paid for all actual hours worked. The Allowance shall be equal to .79 cents per hour

Espera:

The designated Espera Operator will be entitled to a payment as per the table below, this Allowance will be paid on a half shift basis if the job is shared.

General Cleaning

The General Cleaning allowance shall be paid to all personnel permanently allocated to cleaning duties to cover general disabilities. The General Cleaning allowance is \$4.00 per day. No other allowance other than Leading Hand and First Aid shall be paid whilst an employee is receiving the General Cleaning Allowance.

ALLOWANCES	Monetary Amount		
	2005	2006	2007
	\$	\$	\$
Forklift (per day)	3.33	3.46	3.60
Leading Hand - Small Group (per hour)	0.84	0.87	0.91
Leading Hand - Large Group (per hour)	1.18	1.23	1.28
Acting Leading Hand - Small Group (per day)	4.12	4.28	4.46
Freezer - less than 4o (per hour)	0.17	0.18	0.18
Freezer - minus 18o (per hour)	0.78	0.81	0.84
Freezer - greater than minus 20o (per hour)	1.16	1.21	1.25
Dirt (per hour)	0.78	0.81	0.84
First Aid (per week)	11.13	11.58	12.04
Hang Live Poultry (per hour)	0.35	0.36	0.37
General Cleaning Allowance (per day)	4.00	4.16	4.33
Meal (per occasion)	8.95	9.31	9.68
Espera	2.25	2.34	2.43

ANNEXURE 2**BARTTER ENTERPRISES STEGGLES FOODS PRODUCTS PTY LTD****BERESFIELD OPERATIONS****STATEMENT OF POLICY****OCCUPATIONAL HEALTH & SAFETY**

Bartter Enterprises will manage its operations so as to ensure the safety and health of employees, contractors and the wider community.

The success of the company's occupational health and safety effort rests on the following principles:

all injuries can be prevented;

managers and supervisors are responsible for ensuring that systems, procedures and conditions of work are such that work can be accomplished without injury or risk to health;

the prevention of injury and the maintenance of health are primary considerations in all actions and are the responsibilities of each employee;

all employees are required to be aware of and trained in the safe working procedures applicable to their tasks; and

all employees are required to exercise good judgement in completing tasks, and to ensure that their actions do not create hazards to themselves or other employees.

all employees are required to immediately report any injuries to the appropriate company representative

The pursuit of excellence in occupational health and safety is to receive the same priority as other business imperatives, including customer service, quality and cost.

ANNEXURE 3**BARTTER ENTERPRISES STEGGLES FOODS PRODUCTS PTY LTD****BERESFIELD OPERATIONS****STATEMENT OF POLICY****DRUGS AND ALCOHOL**

The use of alcohol and other drugs (prescribed or illegal) at or before work poses a safety risk to employees, consumers and the wider community. In order to comply with the requirements of the company's safety policy and the NSW Occupational Health and Safety Act, the following rules apply to the use of alcohol and other drugs:

1. Employees, contractors and visitors are not permitted to enter or remain on the Beresfield site if they are under the influence of any drug or substance which may impair their capacity to work or behave in a safe manner; or if they are in possession of any such drug or substance.
2. All employees are required to advise their supervisor or other manager if they become aware that any person on the site may be under the influence of alcohol or any other drug.
3. Any employee or contractor who is taking a prescribed drug or other medication must advise the site Health Centre of the details of the medication and the condition for which it is being taken.

4. The Beresfield site is a "dry" site - that is, no alcoholic beverages may be provided or consumed by any person on the site. Any social functions or activities where alcohol is to be provided or consumed must take place off-site at suitable licensed premises.
5. These requirements apply to company vehicles; farms; hatcheries; and other company facilities located in the Beresfield area or incidental to Beresfield site operations.

Where there is a breach of these rules; the company will apply its Disciplinary Policy and Procedures to each individual case. In some circumstances this may include the provision of counselling or other external support services.

Where an employee is unable to attend the site at their rostered starting time, they should follow the usual procedures for casual absences due to sickness. Employees who take excessive or regular sick leave in order to comply with these rules may be subject to disciplinary action; up to and including termination of employment.

ANNEXURE 4

BARTTER ENTERPRISES

STEGGLES FOODS PRODUCTS PTY LTD

DISCIPLINARY POLICY AND PROCEDURES

1. Objective

The objective of this policy is to provide a structured process which ensures that employees of the company:

are aware of the standards of performance and behaviour required from them in the course of their employment.

can have unsatisfactory performance or behaviour identified in a constructive fashion;

can be subject to disciplinary procedures up to and including termination of employment; and

to ensure that all activities and procedures associated with these issues are objective and procedurally fair.

2. Statement of Policy

The Company is committed to the provision of fair and supportive working environments. The disciplinary procedures contained in this policy are designed to support the achievement of this goal. Any failure to abide by these procedures will in itself be regarded as a severe breach of Company standards.

3. Principles

- a) Disciplinary action pursuant to this policy should be educational in the first instance, and only corrective where educational steps have failed.
- b) Punitive action should only be taken when remedial steps have failed.
- c) As far as practical, similar offences in similar circumstances should be treated equitably through the application of similar punitive action.
- d) Procedural fairness is of paramount importance in ensuring equitable treatment for employees. This will necessitate the use of time and other resources to ensure a satisfactory investigation. This policy therefore provides the ability to suspend employees on full pay whilst any necessary investigation is completed.

4. Access

Given the Objective, Policy Statement and Principles of this policy, this document is public in nature, and should be available to employees on request. Any employee who is to receive any punitive action pursuant to this policy must be provided with a copy of or access to a copy of this document.

PART TWO

DISCIPLINARY PROCEDURES

1. Levels

This policy recognises four levels of disciplinary procedure:

Counselling

First Written Warning

Final Written Warning

Dismissal

The nature and frequency of the problem will generally determine which level of disciplinary procedure will apply in any individual situation.

2. Counselling

- a) Counselling is an informal process whereby employees are advised of unsatisfactory work performance. Counselling is an integral part of the management of employees, and should be a two way communication process.

The object of a counselling process is to advise the employee of what standards of work performance, or behaviour are required; to show where the employee is not meeting the required standard; and to ascertain whether there are any requirements for additional training or other resources in order that the employee can meet the required standards.

- b) A formal record of a counselling process need not be made, however it may be appropriate for a file note to be placed on the employee's file.
- c) A series of counselling sessions may result in a First Written Warning being issued.

3. First Written Warning

- a) A First Written Warning is a punitive level of the disciplinary procedure.
- b) A First Written Warning is issued in circumstances where one or more counselling sessions have failed to modify the work performance or behavioural standards as required; or as a first step in the disciplinary procedure where the lapse in performance or behavioural standard is of serious nature.
- c) Before a First Written Warning is issued, the employee is to be advised that the disciplinary procedure has commenced, and that the process may eventually result in the employee's dismissal; and is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- d) The manager or supervisor must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify what the required standard is.

- e) The employee is to be asked if he/she has any comment in regard to the stated problem. Due regard is to be given to the employee's views, and any mitigating circumstances taken into account.

At this stage, the manager or supervisor may elect not to issue a First Written Warning, and revert to a counselling session.

- f) Once the work performance or behavioural problem has been identified, the manager or supervisor is to ascertain whether or not there is any additional training or other resources that may be appropriate in correct the problem.
- g) A First Written Warning is to be issued for a specified period of time.

The appropriate period for a First Written Warning to be in force will be determined by the nature of the problem, the employee's record, and the length of time reasonably required to demonstrate improvement.

The First Written Warning should not be in force for more than 6 months.

- h) The First Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form" in Part Three of this Policy. The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.
- i) At the conclusion of the period of time that the First Written Warning is in force, the employee's performance is to be formally reviewed. At that point, the First Written Warning may be withdrawn, extended, or a Final Written Warning may be issued.

The Review of the First Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form" in Part Three of this Policy. The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.

4. Final Written Warning

- a) A Final Written Warning is a punitive level of the disciplinary process.
- b) A Final Written Warning is issued in circumstances where one or more First Written Warnings have failed to modify the work performance of behavioural standards as require; or as a first step in the disciplinary procedure where the lapse in performance or behavioural standard is of an extremely serious nature.
- c) In order that a decision to issue a final warning to an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee concerned to be suspended without loss of normal pay and conditions for the duration of all or some of the investigative process.
- d) Before a Final Written Warning is issued, the employee is to be advised that the disciplinary procedure has commenced and that the process could result in dismissal, and is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- e) The manager or supervisor should have his/her supervisor/manager or the senior manager's nominee present at the final warning meeting.
- f) The manager or supervisor must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify what the required standard is. Where appropriate, reference should be made to any reprimand or previous relevant disciplinary procedure in place.

- g) The employee is to be asked if he/she has any comment regard to the stated problem. Due regard is to be given to the employee's views, and any mitigating circumstances taken into account.

At this stage, the manager or supervisor may elect not to issue a Final Written Warning, and may issue a First Written Warning or revert to a counselling sessions; or abort the process.

- h) Once the work performance or behavioural problem has been identified, the manager or supervisor is to ascertain whether or not there is any additional training or other resources that may be appropriate in correcting the problem.

- i) A Final Written Warning is to be issued for a specified period of time.

The appropriate period for a Final Written Warning to be in force will be determined by the nature of the problem, the employee's record, and the length of time reasonably required to demonstrate improvement.

The Final Written Warning should not be in force for more than 12 months.

The Final Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form" in Part Three of this Policy. The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.

- j) At the conclusion of the period of time that the Final Written Warning is in force, the employee's performance is to be formally reviewed. At that point, the Final Written Warning may be withdrawn, extended, or the employee may be dismissed.

The Review of the Final Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form" in Part Three of this Policy. The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.

5. Termination of Employment

- a) Termination of employment is a punitive level of the disciplinary process and the most serious application of this policy.
- b) In order to dismiss an employee pursuant to this policy, specific authority from a senior manager of the company is required. A senior manager is a director or direct report to a director.
- c) In order that a decision to dismiss an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee concerned to be suspended without loss of normal pay and conditions for the duration of some or all of the investigative process.
- d) An employee may be dismissed in circumstances where one or more final Written Warnings have failed to modify the work performance or behavioural standards as required; or as the first and final step in the disciplinary procedure where the lapse in performance or behavioural standard is of such severity as to warrant immediate dismissal.
- e) Before an employee is dismissed, the employee is to be advised that the disciplinary procedure has commenced and the company intends to terminate the employment of the employee. The employee is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- f) The Dismissal meeting is to be attended by the most senior manager on the site.

- g) The employee is to be advised that the company intends to terminate the contract of employment and the manager must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify the required standard. Where appropriate, reference should be made to any final warning or previous relevant disciplinary procedure in place.
- h) The employee is to be asked if he/she has any comment in regard to the stated problem.. Due regard is to be given to the employee's views and any mitigating circumstances taken into account.

At this stage, the meeting may be adjourned in order further investigation to be carried out. Subject to the nature of the problem, it may be appropriate for the employee to be suspended without loss of normal pay and conditions for the duration of the investigative process.

At this stage, the manager may elect not to dismiss the employee, and may issue a final Written Warning, a First Written Warning, or cease the application of the disciplinary procedure.

- i) If the decision to dismiss the employee is justified, the employee is to be so advised.
- j) The Dismissal should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form" in Part Three of this Policy. The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee

The employee is to receive a letter confirming that he/she has been dismissed as per the proforma "Letter of Dismissal" in Part Three of this Policy. A copy of the Record Form should be attached to the Letter.

- k) If the employee is to be subject to immediate dismissal, there is no requirement for any notice period to apply.

In all other circumstances, the appropriate pay in lieu of notice should be paid to the employee in accordance with the following table:

Length of Continuous Service:	Applicable Notice:
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition, an employee over 45 years of age who has not less than 2 years' continuous service at the time of termination will receive an additional week's notice.

6. Suspension Without Pay

Suspension without pay can be applied for periods up to twenty (20) shifts as a punitive action in the event of a serious or wilful misconduct if the parties agree that this is a more suitable remedy to termination of employment.

1). Part Three: Pro Forma Documents

The following pro forma documents should be used as guide in the application of this Policy.

- (a) Disciplinary Policy and Procedures Record Form

(b) Letter of Termination

PRO FORMA DOCUMENT (b)

(DATE)

(NAME)

(SITE ADDRESS)

Dear (NAME),

CONFIRMATION OF TERMINATION OF EMPLOYMENT

I refer to our meeting of (date). A record of that meeting is attached.

I confirm that your employment with (employing company) has been terminated pursuant to the Company's Disciplinary Policy and Procedures. The termination takes effect from (insert date). You will receive (xxx) week's pay in lieu of notice.

If you do not understand this letter of the Disciplinary Policy and Procedures, please contact me immediately.

Yours faithfully
(employing company)

(Supervisor's name)
(SUPERVISOR'S TITLE)

Copies: Employee
 Union Delegate (where applicable)
 Supervisor
 Personnel Records

ANNEXURE 5

BARTTER ENTERPRISES STEGGLES FOODS PRODUCTS PTY LTD

NSW OPERATIONS REDUNDANCY PROVISIONS

1. Definitions

"All purpose rate" means the rate of pay used to calculate one week's normal pay. The all purpose rate excludes overtime; but includes penalty rates and shift premiums, and all allowances.

"Award" means the Steggles Beresfield AMIEU Integrated Award 1999.

"Casual employee" means an employee who is employed on an hourly basis, and who has no reasonable expectation of regular work. A casual employee is not entitled to any termination payments pursuant to this agreement.

"Part time employee" means an employee whose rostered hours of work are less than an average of 38 hours per week.

"Redundancy" means a situation where the company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full time or part time employees becoming surplus to the company's labour requirements. "Redundancy" does not include:

- (a) termination of employment pursuant to the company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the company's requirement to reduce its labour requirements;
- (b) termination of employment due to retirement;
- (c) situations where full time or part time employees become surplus to the company's labour requirements due to industrial action taken by employees which affects the company's ability to continue normal operations;
- (d) variations to rosters or shifts (as provided for by parent awards or site agreements) as a result of restructuring or changes in customer demands or operational requirements.

Such roster or shift changes shall be made in consultation with the union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

- (e) situations where part time or full time employees are not prepared to undertake training or redeployment as a result of technological or operational changes which require such training or redeployment; provided that the proposed training or redeployment is agreed by the company and the union to be reasonably within the employee's capability;
- (f) short term reductions in the company's labour requirements which can be managed pursuant to clause 4 of this agreement; or
- (g) the sale or transfer of some or all of the company's business where continuity of employment is offered to employees.

"The company" means Bartter Enterprises and Steggle Foods Products Pty Ltd.

"The union" means the AMIEU.

"Week's pay" means the applicable rate of pay used to calculate the employee's normal weekly rate of pay for the days worked per week for an employee's length of service prior to the date of termination. A week's pay in the case of part time employees means the applicable rate of pay used to calculate the employee's normal weekly rate of pay for the average of the aggregate days worked per week for an employee's length of service prior to the date of termination. Where employees are engaged on annualised salary agreements, a week's pay is determined by dividing the annual salary by 52.

"Work Area" means a discrete functional or geographical part of the company's operations. The determination of a work area is by reference to the management structure and accountabilities; award/agreement classification and/or union coverage.

2. Consultation

Where the company is of the view that a redundancy situation is likely to occur, it shall convene a meeting with the union. The company will provide as much relevant information on the circumstances which may lead to redundancies as is commercially prudent. The company and the union will jointly seek alternatives to redundancies.

3. Steps to Avoid Redundancies

Where a redundancy situation appears likely, the company may seek to minimise the number of such redundancies by:

- reducing the hours worked by casual employees;
- reducing the number of casual employees;
- requiring full time and part time employees to take accrued RDOs; annual and long service leave; and
- reducing the hours worked by part time employees.

4. Selection for Redundancy

- (a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the company's operational requirements are met by the termination of employment of such volunteers.
- (b) In the event that there are insufficient volunteers, or the company's operational requirements would not be met by the termination of employment of volunteers; the company will determine who is to become redundant using the following criteria:
 - where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
 - long term operational requirements as to employee skills, experience and potential; and
 - considerations of seniority, equity and fairness.
- (c) In the event that there are more volunteers for redundancy than are required by the company; the company will determine who is to become redundant using the following criteria:
 - where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
 - the company's medium and long term skill requirements; and
 - other things being equal, those employees with the longest service shall have first preference for redundancy.
- (d) Where the union disagrees with the company's determination pursuant to this clause, it is entitled to have the company's determination reviewed pursuant to Clause 31 of the award.

5. Notice of Redundancy

- (a) Employees to be made redundant will receive 4 weeks' written notice of termination of employment.
- (b) During the notice period, the employee will be provided with paid leave to attend interviews with alternative employers and employment agencies, and to attend outplacement support activities; provided that such leave does not cause unreasonable disruption to the company's operations.
- (c) Where an employee has been provided with written notice, and finds alternative employment during the notice period, the employee will be able to terminate their employment by the provision of 48 hours' notice. All entitlements arising pursuant to this agreement will be paid to the employee.

- (d) Where an employee who has been provided with written notice dies during that notice period, his or her full entitlements pursuant to this agreement will be paid to that employee's dependants. Where the company is unable to locate the employee's dependant/s, his or her full entitlements pursuant to this agreement will be paid to the employee's estate.

6. Payments Upon Termination of Employment

On the last day of employment, redundant employees will receive a termination payment based on the following formulae:

- (a) 4 weeks' pay;
- (b) a further 4 weeks' pay for each year of service, calculated to completed quarters;
- provided the total payment made pursuant to sub-clauses 7(a) and 7(b) will not exceed 56 weeks' pay.
- (c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and
- (d) accrued long service leave entitlements in accordance with the applicable NSW legislation and/or award, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.

All payments made pursuant to this clause will be taxed in accordance with the applicable law. The unions may not make any claim on the company that is based on any change to the taxation treatment of termination payments.

7. Assistance to Secure Alternative Employment

The company will provide outplacement support to employees who are to be made redundant. The level of outplacement support will vary depending on the number and requirements of the employees concerned. As a minimum, the company will, through its preferred outplacement service provider/s, ensure that those employees who need it receive preliminary counselling, assistance in establishing a job-search plan, and advice in the preparation of job applications.

The company and the union will discuss the appropriate level of outplacement support prior to any program being initiated.

8. Treatment of Casual Employees

For the purpose of this clause, a "casual employee" is an employee who receives a casual loading.

Where a part time or full time employee has continuous service with the company as a casual employee prior to commencing their part time or full time employment; such service will be treated as part time or full time service for the purpose of sub-clause 7(b) of this agreement.

A part time or full time employee who has continuous service with the company as a casual employee prior to commencing their part time or full time employment will not have that service taken into account for the purpose of calculating entitlements pursuant to sub-clause 7(c) of this agreement.

9. Resolution of Disputes

Where the union/s have a grievance or claim in relation to the application or interpretation of this agreement, it shall be raised in the first instance with the company's NSW Human Resources Manager or her nominee. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution in accordance with Clause 31 of the award.

Whilst the grievance or claim is being resolved, the union will not take any form of industrial action.

ANNEXURE 6

BARTTER ENTERPRISES STEGGLES FOODS PRODUCTS PTY LTD

NSW OPERATIONS RECORD OF SALARY SACRIFICE ARRANGEMENT

NAME:

PAYROLL NUMBER:

I hereby request that the company commence a salary sacrifice arrangement on my behalf, commencing with the full pay period ending on.

The amount of the salary sacrifice is:

\$_____ per week; or

_____ % of my weekly earnings; or

I understand that the company must approve my request for a salary sacrifice contribution arrangement.

I understand that my gross earnings will be reduced by an amount equivalent to the sum specified above.

I understand that the salary sacrifice contribution made by the company on my behalf is fully preserved - that is other than in special circumstances, I may not have access to that money or any interest accrued to it until I reach my preservation age; permanently retire from the workforce in accordance with the applicable law; die; or become permanently disabled.

I understand that the salary sacrifice contribution made by the company on my behalf is taxed at 15% as an Employer Superannuation Contribution; and will count toward the calculation of my Reasonable Benefit Limit. I also understand that an additional 15% "surcharge" tax may be payable in some limited circumstances.

I confirm that the company has made no warranty as to the tax effectiveness or other benefits which may arise from this arrangement, and has advised me to seek independent advice on my personal superannuation position in relation to this arrangement.

Date: _____

Signed by Employee: _____

Witness Name: _____

Witness Signature: _____

Copies: Employee, Pay Office, State HR Manager, Secretary of Employee's Union.

ANNEXURE 7**SCHEDULE OF EMPLOYEES WITH NOVEMBER SICK LEAVE ANNIVERSARY**

The employees listed below receive their sick leave entitlements on 30 November each year in lieu of their anniversaries of service:

Adams, Robyn	Gardiner, Greg	Norman, Scott
Allardice, Mary	Garland, Kerri	Nowland, Marcia
Archer, Brenda	Gibson, Ann	Osborn, Shirley
Baker, John	Gilchrist, Jeanette	Parker, Caroline
Bannister, Audrey	Harband, Amanda	Pryde, Marilyn
Broderick, Michael	Herbert, Peter	Randall, Dawn
Cambourne, Dean	Johnson, Ann	Ross, Susan
Carney, David	Keane, Stanley	Shelton, Darryl
Cheers, Gordon	Kelly, Noel	Smith, Marilyn
Ciolek, Jersey	Lavell, Lyn	Stone, Kathleen
Coughlin-Hall, Shane	Maher, Anthony	Toner, Bernard
Crow, Lynette	Martin, Bev	Tull, Margaret
Cuthberton, Trevor	McDonald, Barry	Yarnold, Pat
Day, Debbie	Moore, Ann	Yarnold, Phil
Diamond, Jill	Morris, Robert	
Field, Pat	Mossman, Veronica	
Fitzpatrick, Anthony	Neate, Irene	

ANNEXURE 8**UNION DELEGATES CODE OF CONDUCT**

The parties to this Agreement recognise and respect each other positions and agree to maintain a positive working relationship.

The parties to this Agreement recognise all employees' individual right of choice to join a Union and to be represented in the workplace.

The following is the agreed code of conduct:

1. All employees including Union delegates and representatives have the right to be treated fairly and to perform their role without any discrimination in their employment;
2. The right to formal recognition by the employer that endorsed union delegates speak on behalf of Union members in the workplace;
3. The right to bargain collectively on behalf of those they represent;
4. The right to consultation, and access to reasonable information about the workplace and the business;
5. The right to paid time and/or leave to participate in reasonable Union sanctioned activities including:
 - Meetings with and to represent Union members;
 - Meetings with new employees to regarding the benefits of Union membership;
 - Union training;
 - Representation at industrial tribunals;
 - Other agreed Union activities.

6. Union delegates will be entitled to use Company facilities including telephone, fax, stationery, copiers and notice boards for legitimate Union purposes.
7. The Union delegate is required to advise their Frontline Supervisor of their whereabouts when conducting Union related business.
8. The Union delegate is responsible for following Company policy and procedure and not disrupting operations in the execution of their role.
9. Trade union's are responsible for ensuring that their delegates are properly trained in but not limited to; grievance and dispute procedures,
10. Union delegates are responsible for treating others within the Company fairly, free from hostility.
11. Union delegates are responsible for maintaining confidentiality when dealing with issues and only to communicate to appropriately authorised person(s). This will ensure that there is not a compromise to the integrity of the issue being dealt with.

ANNEXURE 9

BARTTER ENTERPRISES LIMITED BERESFIELD OPERATIONS

LOADOUT PERSONNEL

This agreement relates only to those rendering employees who remained with the company on the closure of the Rendering Plant and shall not apply to any other employee at this or at any time in the future. Those employees shall retain the basis of annualised salaries unless they are transferred by agreement to alternative roles.

1 Salary Structure

Those employees shall be paid initially the nominal weekly rate of \$840 which is near the established rate through the previous calculations and contained loadings for shifts with higher penalties than those intended under the new arrangement. The general concept of bank hours will be retained with those people employed under the following arrangements.

1.1 Rostered Days Off

The rosters shall not normally contain RDO's as this was included in the buy out, however due to the normalisation of the weekly rate after working nineteen days an RDO will be credited. This Day will be taken by agreement with the Company not Friday Afternoon shift and or can be paid out by agreement at the rate of \$160 for a full day.

1.2 Sick Leave:

It is expected that the three remaining personnel will each be required to cover absences of the others for three full shift sick days per year.

1.3 Public Holidays:

If a person is rostered to work on a Public Holiday that person is required to work unless instructed otherwise. If the Public Holiday is worked the person can have either a day added to their annual leave or request payment which will be at single time (annualised salary rate) for the hours worked. Note: Single time is already included in the annualised salary.

If a person is rostered to work on a Public Holiday and is not required to work then that day is taken as a Public Holiday.

Coverage of Public Holidays will be shared evenly within the three (3) roles.

1.4 Additional Rostered Time:

An employee can be required to work up to four (4) additional hours per week for emergencies and or change over with out attracting payment. Additional time beyond that or for full shifts will be paid at the nominal hourly rate of \$22 by 1.5 times for all hours worked.

The Load-out employees must provided coverage for additional time when the Processing Plant is operating.

1.5 Indexation:

Both the weekly and hourly rate will be indexed in accordance with the EBA percentages as per the AMIEU Integrated Award.

2 Roster Arrangements

The roster may be varied by with the needs of the business. The initial roster for the two Load Out operators shall be a two week rotation working as below:

	Week 1	Week 2
Operator 1	Day Shift 7.00 to 3.30	Afternoon Shift 3.30 11.30 (11.55 Friday)
Operator 2	Afternoon Shift 3.30 11.30 (11.55 Friday)	Day Shift 7.00 to 3.30

It is expected that individuals will arrange mutual coverage of shifts to accommodate necessary time off at short notice.

The Relief person will become part of the Site Services and will paid in accordance with their agreement and work the roster.

3 Annual Leave

The provisions of the AMIEU Integrated Award will apply to the treatment of annual leave other than as provided below:

As the roster is Monday to Friday Four Weeks will apply

Annual leave loading is not applicable to shiftwork. A 20% leave loading, for those employees who are on permanent day work, has been included in the allowances portion of the annualised salary

Annual leave may be taken in blocks as per the roster of 5 or more days

On reasonable grounds and by agreement with the company, employees may take annual leave in blocks of 1 day

4 Sick Leave

Method of Accrual for sick leave will be as per the Beresfield AMIEU Integrated Award provisions.

Employees whose sick leave requirements are at a level to affect the efficient operation of the site will have their employment reviewed.

5 Picnic Day

Picnic days will continue as per the award and will be taken as per existing arrangements i.e. staggered and to suit both individual and company or accept the payout option.

6 Duties

These employees will be required to complete any Load Out and associated cleaning, monitoring of water treatment and any other duties related to the Integrated Award.

7 Replacement Employees

Any replacement employee will be paid strictly in accordance with the Level 4 conditions of the AMIEU Integrated Award.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1689)

SERIAL C4222**SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Catchment Authority.

(No. IRC 5754 of 2005)

Before The Honourable Justice Boland

1 December 2005

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PART I - APPLICATION AND OPERATION OF AWARD**1. Statement of Intent**

- (a) Parties to this Award have the mutual intent to create work place and employment conditions that are consistent with the objectives of the Employer, Unions representing employees, the Employer's partners and other stakeholders.
- (b) The parties are committed to continuous improvement in the workplace. This award provides the framework for ongoing organisational reform in order to achieve the objectives of the Sydney Catchment Authority (SCA).
- (c) In achieving these objectives the Employer acknowledges the role of unions to represent their members and their industrial interests in conferring on the change process, together with the valuable contributions the unions and employees make to improve efficiency and business performance.
- (d) The Award recognises that the size, skills and scope of the workforce, will be determined by the SCA's needs in consultation with the parties to the Award.
- (e) The Award operates in conjunction with the relevant legislation, as amended from time to time, including:
 - (i) Sydney Water Catchment Management Act 1998
 - (ii) Work Place Injury And Illness Management Act 1998
 - (iii) Occupational Health and Safety Act 2000
 - (iv) Anti-Discrimination Act 1977
 - (v) New South Wales Industrial Relations Act 1996, and
 - (vi) Any other relevant legislation that may apply to the SCA.
- (f) This Award, in accordance with the commitments made, reflects the agreement reached between the parties on processes and terms and conditions that will produce mutually desirable outcomes of improved performance, appropriate conditions of employment, flexible work arrangements, administrative efficiencies and cost benefits to the SCA. The major reforms reflected in this Award include:
 - (i) The introduction of Flexitime Procedures to replace the current RDO system;
 - (ii) The availability for staff to Purchase Leave of four weeks Recreation Leave per calendar year;
 - (iii) Annualising Leave Loading payments and the aligning to the calendar year for all Award staff;

- (iv) Revised Award provisions in relation to terms and conditions of employment; and
- (v) Enhancements to the current SCA Performance Management System that links business requirements to performance based rewards.

2. Title, Application and Duration

2.1 Title

- (a) This Award shall be known as the Sydney Catchment Authority Consolidated Award 2005.

2.2 Application

- (a) This Award is binding on:
 - (i) The Employer in respect of its employees, except those employees who occupy positions designated by the Employer as Members of the Executive;
 - (ii) The Australian Services Union of New South Wales; and
 - (iii) The Association of Professional Engineers Scientists and Managers Australia, NSW Branch.

2.3 Commencement and duration

- (a) This Award shall take effect from the first full pay period on or after 1 December 2005 and shall remain in force thereafter for a period of 36 months.
- (b) This award rescinds and replace the Sydney Catchment Authority Consolidated Award 2002 published 22 July 2005 (352 I.G. 688).

3. Definitions

- (a) "Authorised employee" refers to an employee holding or performing the duties of a specific office/position that is authorised to exercise decisions in accordance with the SCA Authorisations Manual, as amended from time to time"
- (b) "Chief Executive" means the person occupying the position of Chief executive established pursuant to Part 2 clause 9 of the Act
- (c) "Division Manager" refers to the occupant of a position designated as Division Manager under the SCA Authorisations Manual
- (d) "Employer" means the Sydney Catchment Authority and includes reference to the Chief Executive or a person authorised for the purpose by the Chief Executive
- (e) "Employee" means permanent and temporary employees, whether full-time or part-time, unless otherwise stated in the Award
- (f) "FACS" means Family and Community Service
- (g) "LWOP" means leave without pay
- (h) "Manager" means a person occupying the position identified in the employee's Position Description as "Positional Title of Supervisor" or "Accountable"
- (i) "Previous Award" means the Sydney Catchment Authority Consolidated Award 2002 varied on 2 August 2004
- (j) RDO means Rostered Days Off

- (k) "Recognised office" means all premises occupied by the Employer other than temporary construction site accommodation erected on a construction site for the exclusive use of a construction workforce and includes a location the employee is specifically attached to for a period of one (1) month or more
- (l) "SCA" means the Sydney Catchment Authority constituted under the Act
- (m) "The Act" means the Sydney Water Catchment Management Act 1998, as amended from time to time
- (n) "TRP" means Total Remuneration Package comprising cash salary and compulsory superannuation contribution.
- (o) "Unions" mean the Australian Services Union of NSW and the Association of Professional Engineers, Scientists and Managers Australia, NSW Branch.

4. Anti-Discrimination

- (a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as carer and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure described in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions in 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 provisions of this Award, which, by its terms or operation, has direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in This Clause is to be Taken to Affect:
 - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) Offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; or
 - (iv) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (f) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (g) Section 56(d) of the Anti-Discrimination Act 1977 provides:
 - (i) "Nothing in the Act effects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

PART II - EMPLOYMENT RELATIONSHIP

5. Employment

5.1 Status of employment

5.1.1 Permanent employees

- (a) The basis of employment will be
 - (i) Full-time, or
 - (ii) Part-time.
- (b) All employees covered by this Award will be appointed by the Employer and work where nominated from time to time by the Employer.
- (c) Employees will be required to perform the full range of related work activities equivalent to their appointed position and field of employment. Employees may also be required to perform the duties of a lesser nature. While employees may be required to perform 'lower duties', this principle is not to be used as a means of deskilling any individual or group.

5.1.2 Casual employees

- (a) Engagement
 - (i) A person may be engaged as a casual employee on an hourly basis to carry out:
 - (A) Work that is irregular and intermittent,
 - (B) Work on a short term basis, in an area requiring flexible work arrangements;
 - (C) Work of a position for a short period pending the completion of the selection process for the position;
 - (D) Urgent work or to deal with an emergency.
- (b) Pay and conditions
 - (i) Casual employees have no entitlement to any of the provisions contained in this Award other than those contained in this clause.
 - (ii) Casual employees are paid for hours engaged and worked.
 - (iii) The hourly rate paid to a casual employee will be the hourly rate paid for a similar full-time job.
 - (iv) Casual employees will be paid a loading on the appropriate hourly rate of pay for ordinary hours worked:
 - (A) 20% for work performed on Mondays to Fridays (inclusive);
 - (B) 50% for the first 4 hours worked on Saturday, then 100% thereafter;
 - (C) 100% for work performed on Sundays; or
 - (D) 150% for work performed on Public Holidays.

- (v) Payment of this loading in sub clause (iv) will be in lieu of all other entitlements specified in this Award. The loading specified in this clause is in recognition of the casual nature of the employment and compensate the employee for all leave except long service leave, and all incidence of employment, except overtime.
 - (vi) Casual employees shall be paid overtime for work performed:
 - (A) In excess of 7 consecutive hours (excluding meal breaks); or
 - (B) In excess of 35 hours in a week.
 - (vii) Overtime rates will be paid in accordance with subclause 21.3 - Overtime, with payments are based on the hourly rate applicable to the day on which work performed plus 20% loading set out in (iv) (A) above.
 - (viii) Where the period of engagement on any one day exceeds five (5) hours an unpaid meal break of at least half an hour must be taken.
 - (ix) Casual employees are entitled to long service in accordance with clause 29 - Long Service Leave, of this Award.
- (c) Termination
- (i) The engagement of a casual employee may be terminated without notice.

5.1.3 Temporary employees

- (a) Temporary employees
- (i) Are engaged for a limited and specified amount of time to work for a defined period where there will be no on-going need for either the person or the position; and
 - (ii) The engagement may be either full-time or part-time.

Temporary employees are entitled to the provisions contained in this Award provided if employment or a part of the employment is for a period less than 12 months, entitlements will be on a pro-rata basis.

The Employer may terminate the engagement of a temporary employee by giving two (2) weeks notice or two weeks' pay in lieu of notice.

5.1.4 Part-time employees

- (a) Employment on a permanent part-time basis
- (i) A permanent part-time employee is an employee who is appointed to a position to work hours which are less than the average weekly hours worked by full-time employees.
 - (ii) The terms of the employment regarding hours of work will be as stated in the letter of appointment.
 - (iii) An employee who has been employed on a permanent part-time basis has no right to convert to full-time employment.
 - (iv) A permanent part time employee shall be entitled to all benefits accruing to a full time employee under the Award on a pro rata basis for all hours worked at ordinary time rates.

- (b) Employee initiated conversion to part-time employment
 - (i) Subject to sub-clause 33.2.2 - Maternity Leave, Right of return to former position, the employee may initiate conversion to part-time employment in the employee's substantive position.
 - (ii) Conversion to part-time work arrangement is subject to approval by the relevant authorised employee.
 - (iii) The employee has a right to revert to full-time employment in the employee's substantive position before or at the end of 12 months working part-time by giving four (4) weeks' notice.
- (c) Conditions attached to working under a part-time work agreement
 - (i) The daily hours and days of the week to be worked under a part-time work agreement and the length of the arrangement must be agreed in writing between the employee and the authorized employee.
 - (ii) The ordinary daily hours will be worked Monday to Friday but are not restricted by the ordinary working hours provisions at sub-clause 18.4.
 - (iii) No agreement shall permit a minimum start of less than three (3) continuous hours except in cases where it is agreed that there be a start of two (2) continuous hours on 2 or more days per week provided that:
 - (A) A two (2) hour start is sought by the employee to accommodate the employees personal circumstances which must be specified in the agreement; or
 - (B) The place of work is within a distance of 5km from the employee's place of residence.
 - (iv) An Employer may request an employee working under a part-time work agreement to work for longer than the hours agreed under the part-time work agreement under sub-clause 5.1.4(c)(i) in accordance with the provisions of sub-clause 21 Overtime. These additional hours shall be paid at ordinary time rates unless the additional hours fall into one of the categories below:
 - (A) If the hours worked in a week exceed 35 hours; or
 - (B) If the additional hours fall outside the usual span of hours; or
 - (C) Where work is performed on a Saturday/Sunday or Public Holiday irrespective of the weekly hours workedin which case payment will be made at the rate prescribed in sub-clause 21.3 - Overtime.
 - (v) An employee may request to vary a part-time agreement at any time. A request for the variation of a part-time agreement will be considered on the same basis as the initial approval.
 - (vi) The hourly rate paid to a part-time employee will be the hourly rate for a similar full-time job.
 - (vii) Part-time employees will be subject to clause 16 - Performance Management System, of this Award and may be eligible to receive performance payments on a pro-rata basis.

- (viii) Part-time employees will be eligible, on a pro-rata basis for all leaves prescribed in this Award.
- (ix) Leave will be calculated on the basis of the proportion of hours scheduled per week to the full-time hours of work per week, i.e.
- $$\frac{\text{part-time hours}}{\text{full-time hours of leave in hours}} \times \frac{\text{full-time annual entitlement}}{\text{full-time hours of leave in hours}} = \text{P/T annual leave entitlement (in hours)}$$
- (x) Any leave approved to cover the absence of a part-time employee will be debited on an hourly basis or part thereof to reflect the actual time taken off work.
- (xi) Where an employee has worked both full and part-time, the leave entitlement will be paid on the proportion of part-time and full-time service during the relevant period.
- (xii) Public holidays will only be paid if the employee was scheduled to work on the public holiday and in accordance with clause 26 - Public holidays.

5.2 Appointment on probation

- (a) An employee appointed to a position under sub-clauses 5.1.1, 5.1.3 or 5.1.4(a), will be appointed on probation.
- (b) Probation will be a period of 3 months. This period may be extended once but will not exceed 6 months.
- (c) The employee will be subject to the provisions of clause 16 - Performance Management System, in assessing satisfactory performance.

5.3 Medical examinations

- (a) A person will not be eligible for appointment unless that person has, as required by the Employer, passed an examination of medical fitness by a qualified medical practitioner nominated by the Employer.

5.4 Payment of money owing to the employee in case of death

5.4.1 Payment of unpaid monies

- (a) For the purposes of sub-clause 5.4, the term "employee" includes a casual employee.
- (b) Any outstanding pay will be paid into the deceased employee's nominated bank, building society or credit union account as per normal pay.
- (c) All unpaid monies other than pay will be paid as follows:
- (i) Where the unpaid monies owed by the Employer are in excess of \$15,000, such monies will be paid to the Executor or Administrator of the deceased's estate. This will only be done on the production of Grant of Probate or Letters of Administration.
- (ii) Where the unpaid monies owed by the Employer do not exceed \$15,000, the Employer may agree to make payment through the Executor or Administrator of the deceased's estate without Grant of Probate or Letters of Administration.

- (iii) Where the unpaid monies owed by the Employer do not exceed \$15,000, the Employer may agree to make payment to other than the Executor or Administrator of the deceased's estate. In such cases, the Employer may require the person to whom the payment is made to demonstrate a legal entitlement to the money and to provide a written indemnity to the Employer stating that they will indemnify the Employer in relation to any claims made against the Employer in relation to the money paid.

5.4.2 Advance payments

- (a) Up to \$5,000 may be advanced prior to the production of all documentation referred to above, provided the Employer is reasonably assured that the payment is being made to the legal spouse or de facto partner or other person who can demonstrate a legal entitlement to money owing to the deceased.

5.5 Advice of absences

- (a) Employees who are absent on any day for reasons other than a pre-arranged absence must advise their Manager as soon as practicable on that day, and where possible before normal starting time, of the estimated duration of the absence and the type of leave that will be taken.

5.6 Abandonment of employment

- (a) Subject to sub-clause (b) below, employees who are absent from work for a continuous period exceeding 5 working days without notification to the Employer may be regarded as having abandoned their employment.
- (b) After the five days referred to in sub-clause (a) above, the Employer will notify such employees in writing, forwarded to the address last known to the Employer, that
 - (i) If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave;
 - (ii) A period of not less than ten (10) working days will be allowed for the employee to contact the Employer; and
 - (iii) If no response is received by the due date, the employee's employment with the SCA will be terminated.
- (c) If the employee fails to respond, the Employer shall deduct from the pay of the employee the amount equivalent to the period of the absence and their employment will be terminated from the first date of absence.

6. Termination

6.1 Termination by employee

- (a) An employee may terminate his/her employment for any reason by giving two weeks written notice to the Employer.
- (b) If the employee fails to give two weeks notice, two weeks pay will be forfeited.
- (c) Employees who have given notice, and absent themselves for duty without reasons acceptable to the Chief Executive (the onus of providing acceptable reasons lies with the employee) will be deemed to have abandoned employment and will not be entitled to be paid for the period of notice.

6.2 Termination by Employer

- (a) Termination of employment will not be harsh, unjust, or unreasonable.
- (b) The Employer may terminate the employment of a permanent employee by giving four (4) weeks notice. Grounds for termination include but not limited to the following:
 - (i) The employee lacks, or has lost, an essential qualification for performing his or her duties;
 - (ii) Non-performance, or unsatisfactory performance, of duties (see clause 16 - Performance Management System);
 - (iii) Inability to perform duties because of physical or mental incapacity;
 - (iv) Seriously unacceptable breach of the Code of Conduct (reference: sub-clause 7.1(a)(i) - Misconduct);
 - (v) Misconduct (reference clause 7);
 - (vi) Criminal offence (sub-clause 7.6);
 - (vii) Any other reason the Chief Executive considers as not harsh, unjust, or unreasonable.
- (c) The Employer may terminate the employment immediately, in which case, the Employer will give four (4) weeks pay in lieu of notice.
- (d) Employees who have been given notice, and absent themselves for duty without reasons acceptable to the Chief Executive (the onus of providing acceptable reasons lies with the employee) will be deemed to have abandoned employment and will not be entitled to be paid for the period of notice.

7. Misconduct

7.1 Definitions

- (a) For the purposes of this Award, misconduct includes, but is not limited to, any of the following:
 - (i) A contravention of any provision of policies and procedures applying to employment in the SCA;
 - (ii) Fraud;
 - (iii) Performance of duties in such a manner as to justify the taking of disciplinary action;
 - (iv) Taking any detrimental action (within the meaning of the Protected Disclosures Act 1994) against a person that is substantially in reprisal for the person making a protected disclosure within the meaning of that Act; and
 - (v) Taking any action against another employee that is substantially in reprisal for an internal disclosure made by that employee.
- (b) The subject-matter of an allegation of misconduct may relate to an incident or conduct that happened:
 - (i) While the employee concerned was on duty, was not on duty, or
 - (ii) Before the employee was appointed to his or her position or engaged for a set period.

- (c) Internal disclosure means a disclosure made by an employee regarding the alleged misconduct of another employee of the SCA.

7.2 Procedural guidelines

- (a) The Chief Executive may, from time to time, issue amend, revoke or replace procedural guidelines for the purposes of:
 - (i) Dealing with allegations of misconduct as a disciplinary matter, and/or
 - (ii) The taking of disciplinary action with respect to employees under this Award.
- (b) In determining the processes, the Chief Executive will have regard to guidelines issued from time to time for the public sector in NSW.
- (c) The procedures will be consistent with the rules for procedural fairness.
- (d) Without limiting sub-clause (a), the procedures are to ensure that:
 - (i) The employee to whom an allegation of misconduct relates is advised in writing of the alleged misconduct and that the allegation may lead to disciplinary action being taken with respect to the employee; and
 - (ii) The employee is given an opportunity to respond to the allegation.
- (e) A formal hearing involving the legal representation of parties and the calling and cross-examination of witness is not to be held in relation to an allegation of misconduct and the taking of disciplinary action with respect to an employee.
- (f) However, sub-clause (e) does not prevent the Chief Executive from:
 - (i) Conducting such investigations into an allegation of misconduct as the Chief Executive considers necessary;
 - (ii) Conducting interviews with the employee to whom the allegation relates or with any other person in connection with the matter concerned; or
 - (iii) Taking signed statements from the employee or any such person.

7.3 Dealing with allegations of misconduct

- (a) If an allegation is made that an employee may have engaged in any misconduct, the Chief Executive may:
 - (i) Decide to deal with the allegation as a disciplinary matter in accordance with the SCA procedures; or
 - (ii) Decide that it is appropriate to take remedial action with respect to the employee.
- (b) After dealing with an allegation of misconduct as a disciplinary matter in accordance with the SCA procedures, the Chief Executive may, if he/she is of the opinion that the employee has engaged in any misconduct, decide to take disciplinary action with respect to the employee.
- (c) Before any disciplinary action is taken with respect to an employee under this section, the employee must be given an opportunity to make a submission in relation to the disciplinary action that the Chief Executive is considering taking.

- (d) Even though the Chief Executive decides to deal with an allegation of misconduct as a disciplinary matter in accordance with the SCA procedures, the Chief Executive may, at any stage of the process:
- (i) Decide to take remedial action with respect to the employee concerned; or
 - (ii) Decide to dismiss the allegation, or decide that no further action is to be taken in relation to the matter, or both.
- (e) A decision under this section by the Chief Executive to take remedial action with respect to an employee does not, if it appears to the Chief Executive that the employee may have engaged in any misconduct while the remedial action is being taken, prevent the Chief Executive from dealing with the alleged misconduct as a disciplinary matter under this section.
- (f) In certain circumstances where an employee appears to have committed a serious breach of conduct and discipline or is subject to criminal proceedings, the particular facts may require immediate action by the Employer prior to the completion of any investigation:
- (i) Where it is inappropriate for the employee to continue in their usual duties, the first option is to place the employee on alternative duties or duties at another location;
 - (ii) Where such action is inappropriate in the circumstances, the Employer may suspend the employee with or without pay, as appropriate, pending the outcome of the disciplinary process or criminal proceedings:
 - (A) Suspension with pay: where it is considered that the charges are serious enough, or having the employee remain at work would be detrimental to the effective running of the Authority, the employee may be suspended with pay. Suspension with pay will be reviewed at least every 30 days, if applicable.
 - (B) Suspension without pay: In exceptional circumstances, the Employer may suspend the employee from duty without pay. Without limiting the generality of this term, such circumstances would include where the employee is remanded in custody, or has admitted to behaviour that under the circumstances renders the employee unfit to continue in paid employment with the Authority. Suspension without pay will be reviewed at least every 30 days, if applicable.
 - (C) Immediate suspension without pay: Where an employee is convicted of a crime, notwithstanding the availability of an avenue of appeal against the conviction pending final decision whether the employee is retained or dismissed, the Employer will suspend the employee from duty without pay, if the nature of the offence is such that this action is warranted in the public interest or the maintenance of good order and/or discipline. The suspension decision will be reviewed at least every 30 days, if applicable.
 - (D) Summary dismissal: Where it has been established to the satisfaction of the Employer that an employee has been guilty of serious misconduct, the Employer may summarily dismiss without notice.
- (g) If an employee is convicted in New South Wales of an offence that is punishable by imprisonment for 12 months or more, or is convicted elsewhere than in New South Wales of an offence that, if it were committed in New South Wales, would be an offence so punishable, the Chief Executive may:
- (i) Decide to take disciplinary action with respect to the officer, or
 - (ii) Decide to take remedial action with respect to the officer.

7.4 Misconduct proven

- (a) Where the Employer determines that an employee is guilty of misconduct the employee may be:
 - (i) Dismissed;
 - (ii) Regressed to a lower pay point; or
 - (iii) Subjected to other action as seemed appropriate.
- (b) In the circumstances described in sub-clause (a) above, payment for any period of suspension may be forfeited.

7.5 Misconduct not proven

- (a) Where the Employer finds that an employee suspended without pay for alleged misconduct is not guilty of the alleged misconduct, the employee will receive payment for the period of suspension.

7.6 Report of charges and convictions for serious offences

- (a) An employee who is charged with having committed, or is convicted of, a serious offence must immediately report that fact in writing to the Chief Executive.
- (b) If a Manager has reason to believe that an employee
 - (i) Has been charged with having committed, or has been convicted of, a serious offence; and
 - (ii) Has not reported the matter to the Chief Executive in writing in accordance with sub-clause (a) above,

the Manager must immediately inform the Chief Executive in writing that the Manager has reason to believe that the employee has been charged with having committed, or has been convicted of, a serious offence.

8. Employer's Right to Deduct Pay and Time Lost

8.1 Through no fault of the Employer

- (a) Where an employee is absent from duty for reasons not entitling payment under this Award, the Employer may deduct from the pay of the employee payment for all time lost to the Employer.
- (b) The Employer may deduct from the pay of an employee all amounts paid in advance for any type of leave where the leave is subsequently not approved or the employee fails to attend a course for which leave was granted.

8.2 Through fault of the Employer

- (a) No deduction will be made for time lost through the fault of the Employer.

8.3 Stand down orders

- (k) The Employer may apply to the NSW Industrial Relations Commission for stand down orders in accordance with the Industrial Relations Act 1996.

PART III - PAY AND RELATED MATTERS

9. Job Evaluation

- (a) The rate of pay for all positions will be determined by job evaluation.
- (b) The unions are to cooperate in the ongoing implementation of the Cullen Egan Dell (CED) methodology through participation in Job Evaluation Panels.

10. Rates of Pay

- (a) The rates of pay rounded to the nearest dollar, applicable to each Grade shown in Column 1 and pay points shown in Column 2 at Schedule 1 to this Award, reflect the increases specified below:

Date of Salary Variation - The First Full Pay Period to commence on or after	Percentage Increase in rate of pay
1 September 2004	4%
1 January 2005	4%
1 January 2006	4%
1 January 2007	4%

- (b) Equivalent rates of pay will be determined as follows:

(i)

$$\text{Hourly rate} = \frac{\text{Daily rate}}{7}$$

(ii)

$$\text{Daily rate} = \frac{\text{Annual rate}}{261}$$

(iii)

$$\text{Weekly rate} = \frac{\text{Annual rate}}{52.2}$$

(iv)

$$\text{Fortnightly rate} = \frac{\text{Annual rate}}{26.1}$$

11. Transition Arrangements

11.1 Senior Managers

- (a) An employee who has been employed pursuant to clause 47 of the previous award under a contract of employment which detailed the employee's terms and conditions of employment, and who elects to change the employment status from contract to Award employee, will be translated to the Grade system shown in Schedule 1 to this Award as follows:
- (i) Every Senior Manager (SM) position will be evaluated using the CED methodology. Evaluation will be based on new Position Descriptions that describe each SM's work as currently performed.

- (ii) The outcome of the Job Evaluation will affect translation as follows:
 - (A) If the sum of the evaluated salary for the position plus the Employer superannuation contribution is higher than the SM's Total Remuneration Package (TRP) as at the time the change in status occurs, translation will be to a pay point, based on the evaluated salary component of the TRP, that is equal to that pay or, if there is no equal pay point, to the nearest higher pay point in the Grade structure.
 - (B) If the sum of the evaluated salary for the position plus the Employer superannuation contribution is up to 5% or one Grade lower than the SM's TRP as at the time the change in status occurs, translation will be on the basis of the SM's salary component of the TRP as at the time the change in status occurs, that is equal to that pay or, if there is no equal pay point, to the nearest higher pay point in the Grade structure.
 - (C) If the sum of the evaluated salary for the position plus the Employer superannuation contribution is more than 5% or one Grade lower than the SM's TRP as at the time the change in status occurs, it will be regarded as being a significant change in the job requirements. The SM will have the following options:
 - (1) Translate on the basis of the SM's current TRP with the salary component of TRP frozen until general pay increases to the top of the evaluated Grade overtake the frozen salary; or
 - (2) Because of the significant change, being offered redundancy provisions.
- (b) Employer superannuation contributions as at the time the change in status occurs will continue to be paid by the SCA.
- (c) If a SM elects to transfer to Award employment within two months of receiving the details of translation relating to the individual Senior Manager, the date of effect of the translation under sub-clauses (ii)(A) or (B) above will be 18 May 2004.
- (d) If a SM elects to transfer to Award employment after two months of receiving the details of translation relating to the individual Senior Manager, the date of effect of the translation under sub-clauses (ii)(A) or (B) above will be the date on which the election is made.
- (e) If a SM elects to transfer to Award employment after receiving the details of translation relating to the individual Senior Manager, the options available under (ii)(C) above may be exercised by agreement between the Employer and the SM involved at any time.

11.2 Engineering and scientific positions

- (a) An employee who
 - (i) Has been employed in a specific position that required the possession of professional qualifications, and
 - (ii) Would have been eligible for progression in accordance with the provisions of sub-clause 7.4 of the SCA Consolidated Award varied in October 2002,
 will be eligible to progress as if sub-clause 7.4 of the previous Award has remained in force, and if such progression is greater than progression under Clause 16 - Performance Management System.

12. Pay on Appointment

- (a) Employees will be appointed at the minimum pay point for the evaluated Grade for the job.

- (b) The Chief Executive may approve appointment elsewhere within the Grade.
- (c) An employee shall not be paid less than their appointed rate, except where an employee has been regressed as a result of:
 - (i) Continuing unsatisfactory performance (sub-clause 16.4.2 - Performance Management System); or
 - (ii) Disciplinary action (clause 7 - Misconduct).

13. Payment of Monies Due

- (a) The Employer may make payment, less any deduction as may be authorised by the employee or required by law, by paying the full amount of the balance due into a credit union or bank account of the employee's choice, or by cheque made payable to the employee.
- (b) Monies will only be assigned to accounts that are in the employee's name either singly or jointly.
- (c) Any payments in addition to an employee's appointed rate of pay, made under the provisions of this Award (e.g. overtime, allowances, etc), will be made within the three pay periods (i.e. six weeks).
- (d) No variation will be made to pay unless it is properly authorised in writing by the employee.

14. Salary Sacrifice to Superannuation

- (a) Notwithstanding the pay outlined in clause 10 - Rates of Pay, an employee may elect to sacrifice a portion of the pay payable to additional Employer superannuation contributions. Such election must be made prior to the commencement date of the period of service to which the earnings relate and is subject to the limitations provided in sub-clauses (b) & (c) of this clause.
- (b) The amount, sacrificed under this clause together with any salary packaging arrangements under clause 54 - Salary Packaging, is subject to an overall limit of (50) per cent of the employee's current pay, payable under clause 10 - Rates of Pay, of this Award, or fifty (50) per cent of the current applicable superannuable salary, whichever is the lesser. In this clause, "Superannuable Salary" means the employee's salary is notified from time to time to the employee's superannuation fund in accordance with reporting requirements applicable to the fund.
- (c) In addition to sub-clause (b) above, the amount of pay which an employee may elect to sacrifice to superannuation is limited to an amount which ensures that the aggregated amounts of Employer contributions to accumulation funds (any current Employer contributions and elected salary sacrificed contributions) do not exceed the employee's maximum deductible aged based limit set by the Australian Tax Office as varied from time to time.
- (d) Where the employee has elected to sacrifice a portion of that pay to additional Employer superannuation contributions:
 - (i) Subject to Australian Taxation law the sacrificed portion of pay will reduce the pay subject to appropriate PAYG taxation by the amount of that sacrificed portion; and
 - (ii) Any allowance, penalty rate, payment for unused leave entitlement, weekly workers compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award, Act or statute which is expressed to be determined by reference to an employee's salary shall be calculated by reference to the pay which would have applied to the employee under clause 10 - Rates of Pay, of this Award in the absence of any salary sacrifice to superannuation made under this Award.

- (e) The employee may elect to have the portion of payable pay which is sacrificed to additional Employer superannuation contributions:
 - (i) Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional Employer contributions; or
 - (ii) Subject to the SCA's agreement, paid into a private sector complying superannuation scheme as Employer superannuation contribution.
- (f) Where an employee elects to sacrifice in terms of this clause, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- (g) Where the employee is a member of a superannuation scheme established under
 - (i) The Superannuation Act 1916;
 - (ii) The State Authorities Superannuation Act 1987; or
 - (iii) The First State Superannuation Act 1992the Employer must ensure that the amount of any additional Employer superannuation contributions specified in sub-clause (a) above is included in the employees superannuable pay which is notified to the New South Wales public sector superannuation trustee corporation.
- (h) Where prior to electing to sacrifice a portion of his/her pay to superannuation, an employee had entered into an agreement with their Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (g) above, the Employer will continue to base contributions to that fund on the pay payable under clause 10 - Rates of Pay, to the same extent as applied before the employee sacrificed portion of that pay to superannuation.
- (i) This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirement after the salary sacrifice is implemented.

15. No Assignment of Pay

- (a) An employee's pay will be paid as it falls due with the exception of payments withheld for the purposes of pay equalisation in conjunction with the 19 day lunar month pattern of work.
- (b) No payment shall be made in respect thereof to any person by virtue of any order, document, or instrument whereby an employee may have assigned or attempted to assign their pay.
- (c) Provided that this clause shall not apply in the case of payments made out of the pay of an employee at their request in writing in respect of contributions to:
 - (i) A Union party to this Award,
 - (ii) Contributions to a boarding house or mess establishment on any work,
 - (iii) The payment of rental or other charges to the Employer on account of a cottage rented or purchased from the Employer,
 - (iv) Amounts owing by an employee for safety footwear and/or wearing apparel purchased from or supplied by the Employer,
 - (v) Other payments as agreed by the Employer from time to time.

16. the Performance Management System

16.1 Performance agreements and performance assessment

16.1.1 Performance agreements

- (a) The responsibility for developing Performance Agreements using the standard pro forma rests equally with Managers and employees.

The Normal review period under this system will be a 12 month period either July to June, or January to December. A minimum period of 6 months service within the review period must be completed before a staff member is eligible for salary progression consideration. The normal review period for an employee will be determined according to when the employee was last employed or promoted.

- (b) A full performance cycle will operate from:
- (i) An employee promoted or employed between 1 July and 31 December will be eligible for a review in the following June, and every June thereafter unless the review period is changed due to promotion or after a long period of paid and/or unpaid leave and a minimum period of 6 months for review within the period has not been completed, or
- (ii) An employee promoted or employed between 1 January and 30 June will be eligible for a review in the following December, and every December thereafter unless the review period is changed due to promotion or after a long period of paid and/or unpaid leave and a minimum period of 6 months for review within the period has not been completed.. These employees will remain on this performance cycle until the employee has reached the maximum pay step for the grade of the position at which time the employee will transfer to the June review cycle. This will allow more direct alignment of the employee's performance agreement cycle with the SCA's Strategic Planning Cycle and Work programs.
- (c) The Performance Agreement must express, at the individual employee level, the priorities and outcomes of the SCA Business Plan, the relevant Divisional Business Plan and the accountabilities included in the employee's Position Description. The Performance Agreement must describe expectations to be met including key required outcomes which the employee is to deliver and key performance indicators against which the standard of delivery is to be measured. The Performance Agreement will also include the behaviours by which employees are to conduct their work and contribution to the team with reference to the SCA Code of Conduct.
- (d) By 31 August (July to June review period) and 28 February (January to December review period) of each performance cycle, all employees covered by this Award are to have a Performance Agreement as follows:
- (i) An employee who has no Performance Agreement at the time this Award comes into operation is to complete a Performance Agreement within one month; or
- (ii) An employee who has an existing Performance Agreement at the time this Award comes into operation is to review the Performance Agreement in accordance with the terms of this Award;
- (e) Copies of the Performance Agreements to be forwarded to the Manager, Human Resources by 30 August of each annual performance cycle for monitoring the system and filing on the employee's Confidential Service File (CSF), 16.1.2 Performance assessment

- (a) Informal Feedback
 - (i) Informal feedback and discussion must occur regularly. Such feedback and discussion may be initiated by the employee or Manager, and would be based on the Performance Agreement.
 - (ii) Such informal feedback and discussion does not replace mutual obligations relating to performance management and, depending on the nature of the discussion, may form the basis of procedures contained at sub-clause 16.4.
- (b) Formal assessment
 - (i) While ongoing and informal feedback and discussion on performance should occur regularly throughout each review cycle, there will be two formal assessment points for all award employees
 - (A) At mid-cycle (January-February), and
 - (B) At the end of the annual cycle (July-August).
 - (ii) Objectives of the formal mid-cycle assessment are to:
 - (A) Provide an opportunity for formal feedback on performance based on work expectations and each of the performance indicators specified in the Performance Agreement;
 - (B) Review the Performance Agreement against possible changes in work expectations, consider whether the Agreement requires any changes to reflect alterations to work priorities;
 - (C) Review progress toward the achievement of work expectations in the Performance Agreement;
 - (D) Provide a realistic indicative assessment of progress to date against the Performance Agreement using the rating scale at sub-clause 16.1.2(e)(ii) below;
 - (E) If necessary, identify the specific action to improve performance;
 - (F) Review the focus and progress in terms of development activities specified in the Learning Agreement; and
 - (G) Provide qualitative feedback to justify the assessment given.
 - (iii) The Manager must provide written confirmation to the Manager Human Resources within two calendar months of each annual performance cycle that the mid-cycle review has occurred consistent with the objectives. In a situation where an employee and the employee's Manager cannot agree on the assessment of progress, the employee, in the first instance, should discuss this with the relevant Division Manager who will review the assessment. On request, a third party of their choice may support the employee.
- (c) Objectives of the formal assessment at the end of the annual cycle are to:
 - (i) Provide an opportunity for formal feedback based on work expectations and each of the performance indicators specified in the Performance Agreement, including an opportunity for the employee to put their view in writing;

- (ii) Review the Performance Agreement with a view to developing a new Performance Agreement applicable in the next annual cycle;
 - (iii) Provide a realistic assessment of performance against the Performance Agreement using the rating scale at sub-clause 16.1.2(e)(ii) below;
 - (iv) Provide an assessment using the rating scale at sub-clause 16.1.2(e)(ii) below for purposes of performance pay and/or pay progression;
 - (v) If necessary, identify the specific action to improve performance; and
 - (vi) Provide qualitative feedback of at least half an hour to justify the rating given.
- (d) The Manager must provide written confirmation to the Manager Human Resources by no later than two calendar months after the completion of each annual performance cycle that the formal assessment has occurred consistent with the objectives. In case an employee and the employee's Manager cannot agree on the assessment rating, the employee, in the first instance, should discuss this with the relevant Division Manager who will review the assessment. On request, a third party of their choice will support the employee.
- (e) The Rating Scale
- (i) The Rating Scale below forms an integral part of SCA's Performance Management System. Its objectives are to provide:
 - (A) The basis for performance pay or pay progression;
 - (B) Timely identification where performance requires attention, and
 - (C) A framework for the management of underperformance.
 - (iii) The Rating Scale to be applied consistently across the SCA is as follows:

Rating	Criteria
Outstanding	Performance fully meets all expectations against the performance indicators in the Performance Agreement and exceeds expectations, compared to the person's Position Description, as determined by the Managing Director. This may include, but not limited to such achievements as: Innovation in areas such as (but not limited to) Financial results, Process Improvements, new ideas; External recognition both cross divisional within the SCA and also from sources external to the SCA; Managing difficult and/or unprecedented situations.
Satisfactory	Performance meets expectations against the performance indicators in the Performance Agreement
Unsatisfactory	Performance does not meet expectations of Performance Indicators in the Performance Agreement as determined by the Managing Director. To be classified as unsatisfactory at the annual performance review, a formal Performance Improvement Plan has been initiated and all sections/processes in Clause 16.4.1 have been followed.

16.2 Learning agreements

- (a) Learning Agreements are integral part of the SCA's Performance Management System. As such, each employee is required to develop and enter into a Learning Agreement with his or her Manager annually in conjunction with the development of the Performance Agreement, using the pro forma.
- (b) Learning Agreements may include activities related to the broadening of employees' knowledge, skills and experience relevant to their current role and also related to future career development.
- (c) Learning Agreements will distinguish between learning activities that the SCA requires employee to undertake and activities that employee wish to undertake. An activity included in the Learning Agreement does not imply that the SCA will pay the cost associated with that activity. Request for Study Assistance will be dealt with under the relevant SCA policy.
- (d) In agreeing to the inclusion of a learning activity in the Learning Agreement, the Manager will consider and allocate appropriate resources. Any activity included in the Learning Agreement will be subject to budgetary constraints.

16.3 Performance pay

- (a) Subject to sub-clause 16.5 below, employees covered by this Award will have access to performance payments annually, based on the performance assessment system and the Rating Scale outlined in sub-clause 16.1.2(e)(ii) above subject to the following:
 - (i) An employee may only become eligible for performance payment after the completion of a full performance cycle subject to (ii) below; and
 - (ii) An employee who commences prior to 31 December during a performance cycle may become eligible for performance based pay.
- (b) The Chief Executive, on the basis of the performance appraisal of each employee, is to determine performance based pay, if any, and the form in which it should be paid.
- (c) For employees paid at the first or second pay point of a Grade, the Chief Executive may determine:
 - (i) If the Division Manager makes an assessment that the employee's performance meets the criteria for "Satisfactory", advancement of one pay point within the Grade; and
 - (ii) If the Division Manager makes a recommendation that the employee's performance meets the criteria for "Outstanding", advancement of one pay point within a Grade and payment at the second higher pay point for a year.
- (d) For employees who receive salary at the third point of a Grade, the Chief Executive may determine:
 - (i) If the Division Manager makes an assessment that the employee's performance meets the criteria of "Satisfactory", advancement of one pay point within the Grade; and
 - (ii) If the Division Manager makes an assessment and makes a recommendation that the performance has been assessed as "Outstanding", advancement of one pay point within the Grade and payment at the minimum pay point of the next higher Grade for a year.

- (e) For employees who receive salary at the maximum point of a Grade, the Chief Executive may determine:
 - (i) If the Division Manager makes an assessment and makes a recommendation that the performance has been assessed as "Outstanding", payment at the first pay point of the next higher Grade for a year.
- (f) If the Chief Executive determines pay progression or payment at a higher pay point for each annual review period, it will be payable by the end of September each year with effect 1 July and 1 January based on the employees annual review date. Such payments are to be processed within two calendar months following the completion of the employees annual review period.

16.4 Managing poor performance

- (a) Timely identification and management of poor performance is a key part of the SCA Performance Management System. The operation of the Performance Management System will automatically trigger formal action where performance is identified at any point during the performance cycle as "Unsatisfactory".

16.4.1 Performance is assessed as Unsatisfactory

- (a) Development of a Performance Improvement Plan
 - (i) The Manager will advise the employee in writing that performance improvement is required stating expectations and examples of where these have not been met and recording it in the Performance Agreement as an assessment outcome.
 - (ii) Within 7 days of the above notice, the Manager and the employee will be required to discuss the matter and develop a Performance Improvement Plan that includes:
 - (A) Realistic and achievable expectations, and
 - (B) Strategies that are to be implemented within a three month period.
 - (iii) The Performance Improvement Plan must be consistent with the Performance Agreement. On request, the employee may be supported by a third party of their choice during the discussions.
 - (iv) Consideration will be given to the identification of possible barriers to, and opportunities for achieving a "Satisfactory" level. The employee will be assisted through supportive management and action may include:
 - (A) Counselling and mediation
 - (B) Training
 - (C) Coaching and mentoring
 - (D) Relocation of duties or relocation to other areas;
 - (E) Addressing OHS&R issues
 - (F) Addressing work & life balance.

- (b) End of the Performance Improvement Plan
 - (i) At the end of the three month period the Manager and the employee should review performance and
 - (A) If performance has been improved to "Satisfactory" level, the normal performance cycle continues;
 - (B) If performance remains assessed at "Unsatisfactory" level, the processes at sub-clause 16.4.2 below will be applied.

16.4.2 Continuing Unsatisfactory performance

- (a) Where the employee's performance is assessed "Unsatisfactory" at two consecutive reviews (informal or formal), the Chief Executive on advice from the relevant Division Manager will issue a written warning to the employee detailing how the employee's performance does not meet the "satisfactory" standard.
- (b) The Manager is to assess the employee's performance for a period of 3 months.
- (c) The Manager will immediately discuss with the employee the matters in the written warning and the assessment process to ensure all parties are heard on the matter. The employee may be supported by a third party of the Employee's choice.
- (d) Discussion may include mitigating circumstances, setting realistic and achievable expectations, and record the outcome in the Performance Agreement.
- (e) At the end of the three month assessment period, the Manager will advise the Chief Executive on whether or not the employee obtained and sustained a "Satisfactory" performance during the assessment period.
- (f) If performance is improved and sustained, no further action will be taken and the normal performance cycle resumes.
- (g) Where measures to correct performance have been pursued for three months from the commencement of these processes without the employee's performance improving to "Satisfactory" standard, the Chief Executive may
 - (i) Reduce an employee's pay;
 - (ii) Terminate the employee's employment, or
 - (iii) Any other action the Chief Executive considers appropriate.

17. Temporary Relief Arrangements

17.1 Filling temporary vacancies

- (a) Where a vacancy exists, the Employer may, on a temporary basis, make one of the following relief arrangements:
 - (i) Fill the position (full-time or part-time) with the most suitable competent employee from a lower pay point;
 - (ii) Fill the position (full-time or part-time) with the most suitable competent employee from a higher pay point without loss of pay;

- (iii) Fill the position (full-time or part-time) with an employee at the same pay point, without variation in pay, in order to provide the opportunity for the employee concerned to develop skills;
 - (iv) Assign part or all of the duties to an employee or employees from the same pay point or higher without variation in pay; or
 - (v) Leave the position unoccupied.
- (b) Temporary arrangements are voluntary where being forced to undertake the duties of another position would financially disadvantage an employee.
- (c) Decisions for relief arrangements must be fair, equitable and follow EEO principles. Higher duties opportunities should be shared fairly amongst employees to develop their knowledge, skills and experience to the benefit of both the SCA and employees.

17.2 Rate of payment while on temporary relief

- (a) Subject to sub-clause (b) below, a relieving employee who performs the duties and takes the responsibilities of the vacant higher position is to be paid at the minimum pay point of the Grade of the position in which the employee is placed temporarily.
- (b) Where an employee is relieving in a higher position at the time the Award is varied, including any continuous extensions to that relieving arrangement, the employee shall continue to receive payment for the duration of the continuous relief at the relevant pay point of the Grade to which the position in which the employee relieves has been translated.

17.3 Conditions

- (a) The employee shall receive payment under sub-clause 17.2 if a period of acting in higher duties is 5 consecutive working days or longer.
- (b) If the period of acting is 5 consecutive days, if the relieving employee takes leave during the period of 5 days, then no payment is payable.
- (c) If the period of acting is 5 consecutive days and it includes a public holiday or a day where the substantive occupant of the position is on an RDO that has been approved in four week in advance, the relieving employee will be paid higher duties for the whole period.
- (d) If the period of relief is for a period of more than 5 consecutive working days, then any leave taken during such acting period is to be paid at the rate applicable to the position in which relief is being provided, unless such leave exceeds 5 consecutive working days.
- (e) Employees who have acted for a continuous period of 12 months or longer in the same higher graded position and who, due to extraordinary circumstances, continue to act in that position are entitled to be paid at the higher rate for all leave taken after the continuous period of 12 months.

17.4 Progression

- (a) If the period of acting in the higher position is for a continuous period of 12 months or longer, the employee so acting may progress subject to the provisions of clause 16 - Performance Management System.
- (b) If an employee progressed in accordance with sub-clause (a) above, on return to the employee's substantive position the employee will be progressed within the Grade to the pay point one higher than the employee's pay point prior to the commencement of the acting arrangement.

- (c) Employees who have been promoted to the vacant position and are receiving payment for higher duties pending completion of appointment action should continue to receive the higher payment during all paid leave.

PART IV - HOURS OF WORK AND RELATED MATTERS

18. Hours of Work

18.1 Purpose

- (a) The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.
- (b) The standard working hours will be those necessary for the completion of routine work and this clause.
- (c) The Employer agrees that workloads should be capable of being completed during normal working hours.
- (d) An employee will not be allocated an unreasonable or excessive workload.
- (e) It will be the duty of the employer to ensure that staffing levels are adequate and that vacancies are filled promptly.
- (f) Where overtime or workloads are identified as excessive this will lead to an assessment of the area. This may result in the need to change the amount of work undertaken and/or staffing levels within that area. This assessment will be reported to the Unions and parties will enter into consultation.
- (g) Reasonable overtime is defined in clause 21.1

18.2 Usual spread of hours

- (a) Ordinary working hours will fall within the usual spread of hours of 7.00am and 6.00pm.

18.3 Ordinary hours of work

- (a) The ordinary hours of work of full-time employees is an average of 35 hours per week Monday to Friday inclusive, worked between the usual spread of hours.

18.4 Working patterns - Flexitime & Purchased leave

- (a) The parties agree to the introduction of Flexitime Policy and Procedure to be implemented in the SCA. The parties agree that the current draft procedures developed by the SCA will form the basis of negotiations for this new procedure. Negotiations will commence immediately with the intent to finalise the Flexitime Procedures to support full implementation within two (2) months of the date of this award being made by the IRC of NSW.

When agreement has been reached on the new flexitime system, the parties will seek a variation to this Award to have the IRC of NSW replace the current Clause 18 with the new Flexitime Clause.

- (b) The Parties agree to the introduction of Purchased Leave of up to four weeks per calendar year with the SCA agreeing to develop procedures in full consultation and agreement with the Unions to support making such leave available from the first of January 2006 to all permanent Award staff, subject to the Award having been assented to by the IRC by this date.

18.4.1 Eligibility

- (a) Unless the Employer stipulates in the employee's position description that a specific work arrangement detailed in this paragraph will apply, subject to sub-clause (b) below, full time and part-time employees who are permitted to work in accordance with this sub-clause may be eligible to work one of the work arrangements as follows:
- (i) Seven (7) hours per day (standard hours);
 - (ii) Seven (7) hours and 55* minutes per day (9 day fortnight pattern) provided that such employee, subject to sub-clause 18.7, will be entitled to take an RDO in each fortnight; or
 - (iii) Seven (7) hours and 25* minutes per day (19 day month pattern) provided that such employee will be entitled to take an RDO in each four (4) week period.
- *Any time worked in excess of 7 hours on any day by employees under sub-clauses (a)(ii) and (iii) will be additional time worked on working days (excluding public holidays and 20 days recreation leave per year) for the purposes of the employee accruing RDO's.
- (b) An employee will revert to working standard hours if:
- (i) The employee fails to nominate the proposed date(s) for taking RDO(s) by the first Friday of a four week roster period; or
 - (ii) Fails to take the RDO(s) as approved or fails to take the RDO on the date the Manager determines when employee is to take the RDO's.

18.5 Initial approval process

- (a) An employee wishing to work in one of the patterns outlined above is required to complete a nomination form.
- (b) An employee's nomination to work one of the arrangements provided under sub-clause (a) above will be considered as follows:
- (i) RDO is subject to consultation but remain the Employer's prerogative that is designed to ensure that operational requirements are met.
 - (ii) Operational requirements include such matters as the availability of adequate supervision, service to the public, work timetables, team or group work, inter-organisational relationships, and the optimisation of work effectiveness necessary for the completion of work.
 - (iii) The approval of the Employer will not unreasonably be withheld.
- (c) If the employee's nominated work arrangement is unacceptable to the Employer and the employee does not accept the reason(s) for the rejection, the matter may be reviewed under the SCA grievance processes.
- (d) If the employee accepts the reason(s) for the rejection of the employee's nominated work arrangements, then the employee may elect to work one of the remaining work arrangements provided that the employee may not elect the arrangement contained in sub-clause 18.4(a)(ii) above.
- (e) If they commence employment during a four week roster period, the employee will work the arrangement provided under sub-clause 18.4(a)(i) above until the commencement of the next

roster period, at which time they may commence working in accordance with any approved work arrangement.

18.6 Change to approved working patterns

18.6.1 Manager initiated change

- (a) Provided sub-clause (e) below, the Employer may review and change an approved working pattern if the operational requirements under which the approval had been given have changed.
- (b) In changing the pattern, the Employer will have regard to the employee's needs.
- (c) If the changed work arrangement is unacceptable to the employee and the employee does not accept the reason(s) for the change, the employee may seek a review under the SCA grievance processes.
- (d) If the employee accepts the reason(s) for the change in the employee's nominated work arrangements, the new working arrangement will commence from the next relevant roster period.
- (e) This provision may not be used for initiating short-term and/or frequent changes. In these cases, the Employer and the employee should agree to temporary short term changes. The agreement of the employee will not unreasonably withheld.

18.6.2 Employee initiated change

- (a) An employee may seek to change their approved working patterns to another on a temporary or a permanent basis provided that
 - (i) Any temporary change is approved by the authorised employee in advance and the employee records the changed commencing and finishing times in a manner required by the Employer e.g. the Attendance Book;
 - (ii) Any permanent change is approved by the authorised employee and a new nomination form is completed.
- (b) The Employer will consider the proposed change on the same basis as the initial proposal. The approval of the Employer will not unreasonably be withheld.
- (c) Such a change, if approved, will operate from the commencement of the next relevant roster period.

18.7 Taking rostered days off

- (a) RDO's must not be taken before they are accrued, i.e. an employee must work at least 9 continuous days under the 9-day fortnight pattern before an RDO may be taken.
- (b) Employees who work a 9 day fortnight or 19 day month pattern must:
 - (i) Nominate their proposed date(s) for their RDO(s) by the first Friday of the four-week roster period. Employees may nominate any day, including in half day amounts;
 - (ii) Record their approved RDO's in the manner determined by the Employer from time to time; at the time this Award comes into force, RDO(s) must be recorded in the Attendance Book.
- (c) The Manager will determine whether to approve the proposed dates for their RDO's. Where possible, employees will be afforded flexibility in choosing when to take RDOs. The employee's

Manager may, however, at any time and regardless of whether the employee has made a request to take RDO's, determine when employees are to take their RDOs and the employee must take their RDO's at that time.

- (d) All RDO's in excess of the allowed 2 may not be carried over to the next roster period and will be regarded as taken unless, in exceptional circumstances, approval is given by an authorised employee to defer the taking of an RDO to a specific date in the next roster period where the deferred RDO must be taken.
- (e) The maximum payment in lieu of unused RDO's on termination of employment is two (2) days (14 hours) at single time rates.
- (f) If an employee is sick on an RDO the employee will be entitled to sick leave on full pay for that day instead of taking an RDO provided that:
 - (i) The employee complies with clause 30 - Sick Leave; and
 - (ii) The employee has an entitlement to paid sick leave.
- (g) When RDO's are taken continuous with recreation leave:
 - (i) any RDO's due at the start of the period of recreation leave will be regarded as being taken from the first day of the leave; and
 - (ii) any RDO's accumulated during leave will be regarded as being taken at the end of the leave.

18.8 Accrual of rostered days off

- (a) Subject to sub-clause 18.7(d) above, an employee' accrual of RDO's shall not exceed
 - (i) Two (2) RDO's in addition to the RDO's being accrued in the current four week roster period if they work the 9 day fortnight pattern; and
 - (ii) One RDO in addition to the RDO's being accrued in the current four week roster period if they work the 19 day month pattern.
- (b) The accumulation of time toward RDO's, will not be affected by absences in the following circumstances:
 - (i) Recreation leave
 - (ii) Public Holiday
 - (iii) Jury duty, and
 - (iv) Union training leave.
- (c) RDO entitlements will be reduced by half a day, in the following roster period, if an employee accumulates:
 - (i) The equivalent of five (5) days absence from work where the employee works the 9 day fortnight pattern, or
 - (ii) The equivalent of nine (9) days absence from work where the employee works the 19-day month pattern.

18.9 Core hours and attendance

- (a) Employees must:
 - (i) Commence work at the approved time; and
 - (ii) Be on duty between the hours of 10.00am and 3.00pm (excluding lunch time) unless on approved leave.
- (b) Where possible an employee who commences work after the approved starting time must work their normal hours for that day without the payment of overtime.
- (c) Where an employee commences work after 10.00am, the employee must apply for recreation leave or have the RDO entitlements reduced to cover the period of absence. The minimum amount of leave an employee may apply for is a 1/4 day in respect of any such absence. Where no recreation leave or RDO entitlements are available to the employee, the employee must take leave without pay. This paragraph will not apply in the event of major transport delays or where the Manager determines that special circumstances exist.
- (d) Employees must take a lunch break between 11.00am and 2.00pm, unless the employee's Manager has agreed prior to the lunch break being taken that the employee may take his or her lunch break at an alternative time.
- (e) Attendance for taking quarter day leave means
 - (i) Full-time employees:
 - (A) If working standard hours - 5 hours and 15 minutes
 - (B) If working 9 day fortnight - 5 hours and 55 minutes
 - (C) If working 19 day month - 5 hours and 35 minutes
 - (ii) Part-time employees - attendance on a day will be calculated on the basis of the employee working three-quarters of their nominated hours for the day.
- (f) Attendance for taking half day leave means
 - (i) Full-time employees:
 - (A) If working standard hours - 3 hours and 30 minutes
 - (B) If working 9 day fortnight - 3 hours and 55 minutes
 - (C) If working 19 day month - 3 hours and 40 minutes.
 - (ii) Part-time employees - attendance on a day will be calculated on the basis of the employee working half of their nominated hours for the day.

18.10 Variation of hours

- (a) The Employer may vary starting and ceasing times to meet operational requirements in cases where work cannot be carried out during the usual spread of hours of 7.00am and 6.00pm.
- (b) Employees whose starting and ceasing times have been varied by the Employer will be entitled to a loading of:
 - (i) 25% for those hours worked outside the usual spread of hours; or

- (ii) 50% for those hours worked outside the usual spread of hours if work is required to start before 5.00am or finishes after 8.00pm.
- (c) The loading specified in sub-clause (b) shall not apply where the variation has been made by mutual agreement between the Employer and the employee concerned.

19. Meal Breaks

19.1 Monday - Friday

- (a) Employees will be allowed a mid-day meal break of not less than 30 minutes without pay.
- (b) No employee will be required to work for more than five (5) hours on any day without a break for the "midday" meal, unless the requirements of the work make it impracticable to allow such break before five (5) hours have elapsed.
- (c) In cases where employees are required to work for more than five (5) hours without a break, the break will be allowed as soon as practicable thereafter and in any event before six (6) hours have elapsed.
- (d) Where an employee is required to work for more than the period of five (5) hours specified in this sub-clause they will be paid at the rate of time and one half from the end of five (5) hours until the meal break occurs. Where overtime is worked contiguous with the day in question this payment will not be taken into account in the calculation of overtime.

19.2 Meal breaks during overtime Monday to Friday

- (a) Employees who are required to continue work beyond their normal ceasing time of an ordinary working day will, if the period of overtime to be worked is more than one (1) and a half hours, be allowed a meal break of 30 minutes which will be paid for at single time rates provided they are required to work at least 30 minutes after the break.
- (b) Where the overtime continues for more than five (5) and a half-hours, an additional paid break of 20 minutes is to be allowed with a further paid break of 20 minutes each four (4) hours thereafter, provided overtime continues, with each meal break being paid for at single rates.

19.3 Saturdays, Sundays or Public Holidays

- (a) Employees working overtime on Saturdays, Sundays or Public Holidays will be entitled to a paid meal break of 30 minutes after each four hours of overtime worked, provided that employees continue to work after the break. These breaks are paid at overtime rates.

19.4 Variation to meal breaks

- (a) Notwithstanding these provisions, meal breaks may be taken by agreement, at any time to best reconcile the needs of work and the employees who perform it and without payment of penalty.

20. Rest Breaks

- (a) Employees required to continue work after their normal hours must have a rest period of ten (10) consecutive hours before again starting work.
- (b) Employees recalled to work after ceasing work, who work for more than a total of four (4) hours will be entitled to a rest period of ten (10) consecutive hours before again starting work.
- (c) Employees recalled to work after ceasing time who do not actually work for more than a total of four (4) hours are not entitled to the provisions of sub-clause (b) above.

- (d) Employees directed to resume or continue work without having their 10 hour rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty.
- (e) Where an employee is entitled to be absent for a rest period of ten (10) consecutive hours under sub-clauses (a) or (b), the employee will receive normal pay for the break for the hours that fall during the employee's normal hours of work Monday to Friday inclusive.
- (f) Rest periods are calculated from the time the employee is absent from work. The 10 hour rest break includes travel to and from work at whatever location.

21. Overtime

21.1 Requirement to work additional hours

- (a) Subject to sub-clause (b), an Employer may require an employee to work reasonable overtime at overtime rates.
- (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 sub-clause (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
 - (iii) the needs of the workplace or enterprise, the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - (iv) the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse the working of additional hours; and
 - (v) any other relevant matter.

21.2 Eligibility

- (a) Subject to clause 18 - Hours of Work, overtime will mean all authorised time worked before, after or beyond the normal hours of work.
- (b) An employee is not entitled to the payment of overtime where the employee agrees to forego overtime payments pursuant to sub-clause 31.6 - Carer's Leave.

21.3 Rate of payment

- (a) Unless otherwise specified in the Award, and subject to sub-clause (b) below, payment for all approved overtime will be paid at the following rates:
 - (i) Monday to Friday - time and one half for the first two hours and double time thereafter;
 - (ii) Saturdays - time and one half for the first two hours and double time thereafter, and all time after 12 noon at double time;
 - (iii) Sundays - double time;
 - (iv) Public Holidays - double time and one half;

provided that an employee who is occupying a position above Grade 12, will be paid overtime at Grade 12.4 rate.

- (b) Any employee who occupied a position with the evaluated rate between IPS 69 and IPS 76 under the previous Award, will continue to receive overtime payment calculated at their appropriate Grade pay point while the employee remains in the position. This provision will cease to apply if the position of the employee is subsequently re-evaluated at an equal or higher Grade.
- (c) Employees required to work overtime on a Saturday, Sunday, Public Holiday or a day they are rostered off will work, or be paid, for a minimum of four (4) hours, except where such overtime is continuous with overtime commenced on the previous day.
- (d) Where employees are required to work overtime both before and after their usual working hours on the same day, the Employer will add the overtime hours worked both before and after to make a total amount of overtime. This total will be used to calculate when double ordinary rates become payable.
- (e) An employee working overtime and finishing work at a time when reasonable means of transport is not available shall be conveyed to their home within a reasonable time by the Employer.

21.4 Salary for overtime purposes

- (a) Unless specifically identified in this Award in relation to a particular provision, special rates or allowances will not be taken into consideration in the computation of overtime.

22. Call-Out

22.1 Employee required to leave home

- (a) These provisions will apply in circumstances when the employee is called back to work and is required to leave home and return to a work location.
 - (i) Employees called back to work after the usual ceasing time and before 6.00 a.m. on the next working day will be paid a minimum of four (4) hours at the appropriate overtime rates.
 - (ii) Any further call-outs within the four (4) hour period set by the first call are covered by the initial four (4) hour payment.
 - (iii) Call-outs after the initial four (4) hours are paid at the appropriate overtime rate for the actual time of the call out.
 - (iv) Payment will be calculated from the time the employees leave home to attend the call-out until they return.
 - (v) Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.

22.2 Call-out without employee leaving home

- (a) These provisions will apply where an employee is called at home and is able to resolve the issue without leaving home:
 - (i) The employee will be paid in 30 minutes segments at overtime rates under sub-clause 21.3 for the time it takes to resolve the issue.
 - (ii) If the employee is called more than once on the same issue, the time for calculating payment will commence from the first call and finish at the time the matter is resolved provided the gap between calls does not exceed 3 hours.

- (iii) If the gap is greater than 3 hours, the matter will be regarded as a new issue.
- (iv) If a person is called on another issue while the first issue remains unresolved, the time for calculating payment will end when the second issue is resolved, provided the gap between any calls does not exceed 3 hours.

23. Stand-By

23.1 Purpose

- (a) It is recognised that the Employer has a statutory requirement to provide an efficient service to the public. To this end, nominated employees may be placed from time to time on a stand-by roster in order to maintain out of hours services.
- (b) The term "stand-by" means the person is rostered to be contactable, and able to respond to a call-out within a reasonable time.

23.2 Stand-by payments

- (a) An employee rostered to stand-by will be paid at the following rates:
 - (i) Weeknights (exclusive of public holidays) - 2 hours pay at single time
 - (ii) Saturdays, Sundays and public holidays - 8 hours pay at single time per 24 hour day.
 - (iii) Standing-by during weeknights will be deemed to
 - (A) Commence from ceasing hours of work (including continuous overtime) or rostered work on one day, and
 - (B) End at normal starting time on the next working day.
- (b) Stand-by time will not be computed as overtime but will be paid at single rates.

23.3 Overtime worked in conjunction with stand-by

- (a) Where an employee is required to do overtime whilst on stand-by the employee will be paid rates in accordance with the provisions of the clause 21 - Overtime, in addition to any standing-by payment.

24. Travelling Time

24.1 Definitions

- (a) For the purpose of this clause:
 - (i) "Sent temporarily to work away" means where employees are required to report to another work location for a specified period, which does not contemplate a permanent placement.

24.2 Entitlements

- (a) Employees sent temporarily to work away from their recognised office and required and approved to commence travel before 7 am or finish travel after 6 pm, will be entitled to payment at single time rates for all time occupied in travelling to and from the job in excess of one (1) hour for each journey.
- (b) Travelling time cannot be claimed as overtime.

25. Declared Incident Conditions

25.1 Definitions

- (a) "Declared" the term does not include any declaration made under the SCA Corporate Incident Management Manual.
- (b) "Day shift" refers to employees who are rostered to start their normal hours of work sometime during the normal spread of hours.
- (c) "Incident" means
 - (i) bush fire emergency declared under section 44 of the Rural Fires Act 1997, or
 - (ii) any other Incident declared by the Minister, or
 - (iii) a declaration by the Chief Executive that the entitlements of clause 25 -Declared Incident Conditions, will apply to staff engaged in managing the Incident.
- (d) "Incident Control" means the Incident management team including Divisional and Sector Commanders.
- (e) "Night shift" refers to employees who are required to work their normal hours outside the spread of hours of 7.00am and 6.00pm.
- (f) "Normal hours" refers to employees who are employed to work a 35 hour week under one of these work arrangements:
 - (i) 7 hours per day,
 - (ii) 7 hrs and 55 minutes for a person who works a 9 day fortnight, or
 - (iii) 7 hours 25 minutes for a person who works a 19 day month.
- (g) "Rest break" means the time between ceasing normal hours of work or Incident shift and commencing next period of work or Incident shift at the same or a different work location and includes all time spent on any travel between the work location(s) and where the rest break will take place, i.e. home or the accommodation provided by the SCA under sub-clause 25.4 below.
- (h) "Roster" means the scheduled work arrangements made by a Manager or Incident Controller during an Incident according to the nature of needs. Being rostered means that the SCA directs the person to work at a particular time and/or at a particular location. The term does not include employees' normal working arrangements.
- (i) "Shift" means the hours the employee is required to work during the Incident. There is no "shift work" as such applicable to the SCA under the Award.
- (j) "Site" means the location of an Incident.
- (k) "Site duty" means being engaged in on-ground Incident related activities
- (l) "Work arrangement" means the approved work pattern in which normal hours are worked.

25.2 Application and inconsistency with other provisions of the Award

- (a) The following conditions apply in circumstances where an Incident is declared and until such time as the declaration of the Incident is lifted.

- (b) Where the conditions in this clause are inconsistent with any other provisions of this Award, the provisions of this clause will prevail.
- (c) The operation of clauses 21 - Overtime, and 24 - Travelling Time, will be suspended at the time of the Incident being declared for those employees involved in the Incident unless otherwise provided in this clause.
- (d) The operation of clause 18 - Hours of Work, will be suspended at the time of the Incident being declared for those employees involved in the Incident. Any RDOs in credit at the time of the declaration or accrued during Incident work or were due to be taken during the Incident will be carried forward to the next RDO period. Such RDOs will not count toward the limit applicable to RDO accrual and must be taken at the earliest convenient time.
- (e) Calculation of any of the entitlements in this clause will be based on the employee's approved work arrangement that specifies normal commencement and finishing times in accordance with 35 hour week arrangements.
- (f) As soon as an Incident occurs, any person who is
 - (i) Rostered for Incident duties on behalf of the SCA;
 - (ii) Rostered for fire fighting duties by Incident Control; or
 - (iii) Directed or rostered to undertake operational or administrative tasks associated with the Incident,must keep a diary using the Incident Activities Diary form.
- (g) When an employee is rostered for Incident duties, the duties will start from the site or work location at which the employee is rostered to work, and finish at the end of the rostered time at that site or work location except in circumstances where the employee is required to travel to another site or work location in which case the work will finish at the last site or work location.
- (h) Subject to sub-clause 25.6 below, employees may only be required to work a maximum of twelve hours on site.

25.3 Rest breaks and fatigue management

- (a) The health, safety and well-being of employees is of utmost importance to the SCA. It is the responsibility of the Manager or Incident Controller or nominee to ensure that reasonable shifts and rest breaks are adhered to.
- (b) Work arrangements and rosters must ensure that employee have appropriate rest periods when working under fire related emergency conditions. To this end, this Award provides the framework for rostering arrangements and prescribes limits to work arrangements, including prescribed rest breaks. While the Award provides compensation for situations where an employee is not allowed a 10 hour break between shifts, this provision is not designed to be used to negate the obligation to afford a 10 hour rest break.
- (c) It is important to manage fatigue as it increases the risk of injury, reduces awareness and decision making capacity.
- (d) Managers/Incident Controllers need to exercise duty of care in making staffing arrangements in response to an Incident. Fatigue management must be a key consideration in rostering an employee for Incident related work:
 - (i) In order to manage fatigue, Managers/Incident Controllers should ensure that employees adhere to their rostered hours, cease work and have adequate rest breaks.

- (i) A Manager or Incident Controller would need to consider removing an employee from the roster in order to manage fatigue.
- (iii) Employees have an obligation to inform their Manager/Incident Controller if they feel that fatigue impacts on their health and well-being and ability to continue work on-ground Incident related tasks.

25.4 Provision of accommodation

- (a) Where it is the view of an employee that it is not possible or feasible for the employee
 - (i) To return home at the end of the shift for a rest break before the commencement of the next shift, or
 - (ii) To recommence work at the employee's normal place of work,

the employee may request the Manager or Incident Controller to make arrangements for the provision of suitable accommodation.
- (b) The Manager or Incident Controller in making a decision in this regard, will have regard to
 - (i) The length and location of the rostered work,
 - (ii) The requirement for a 10 hour rest break before the next roster or return to the employee's normal work location,
 - (iii) The distance to the employee's home,
 - (iv) Fatigue management requirements, and
 - (v) Availability of suitable accommodation.
- (c) The request will not unreasonably be refused.

25.5 Call-out

- (a) An employee who is not rostered for work and is called back to work at an Incident after finishing work will be paid a minimum of four (4) hours at the appropriate overtime rates.
- (b) Payment will be calculated from the time the employee leaves home or the accommodation provided by the SCA to attend the call-out until they return to home or to the accommodation provided by SCA.
- (c) Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.

25.6 Entitlements

25.6.1 Incident Control, operational and support functions

- (a) The following provisions will apply to all employees required to work in Incident Control, operational and administrative support functions:
 - (i) Employees may be rostered to work in either
 - (A) Normal hours (i.e. 7 hrs and 55 minutes) for a continuous period not exceeding 12 days (including work on Saturdays, Sundays or Public Holidays);

- (B) Up to 12 hours per shift (normal hours and overtime) plus handover briefing and debriefing for a maximum of 5 days provided that
 - (1) These employees must have a 10 hour rest break between finishing work on one day and commencing work next;
 - (2) After each 5 consecutive days worked on a 12 hour shift, employees must have 2 rest days (unpaid); and
 - (3) Overtime will be paid in accordance with sub-clause 21.3.
 - (C) In accordance with night shift provisions at sub-clause 25.6.4;
 - (D) In accordance with 7-day roster provisions at sub-clause 25.6.3; or
 - (E) A mix of site and non-site related duties in which case the relevant site duty provisions will apply.
- (b) Employees rostered to work without having their 10 hour rest break will be paid at time and one half for the first two hours and double time thereafter from the commencement of the next shift until they are released from duty. They will then be entitled to be absent for a rest break of ten (10) consecutive hours without loss of pay if the 10 hours or part thereof fall on a normal workday.

25.6.2 Site duties - First 24 hours

- (a) The first shift falling within or following the declaration of an Incident may extend to a maximum of sixteen hours. Hours include normal hours of work and continuous overtime hours. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).
- (b) In the above circumstances, an employee will be entitled to be paid for hours worked as follows
 - (i) Double time (normal pay + single pay) for all continuous hours worked on week days; and
 - (ii) Double time and a half for all continuous hours worked on Saturdays, Sundays and Public Holidays.
- (c) Payment under this sub-clause will be regarded as overtime for relevant purposes.
- (d) Following a 16 hour shift, the employee must have a 10 hour rest break before returning to normal hours or work on a shift without loss of pay. 10 hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 25.4 above.
- (e) For full-time employees, normal salary (single time) is paid if the 10 hour rest break (or part thereof) falls between the span of hours of 7.00 am and 6.00 p.m. Monday to Friday. Part-time employees will be entitled to receive payment if they would have worked on that day.

25.6.3 Site duties - 7 day roster

- (a) The following provisions apply to an employee who completes a 7-day roster to work in relation to an Incident with the pattern of
 - (i) 3 consecutive shifts (maximum of 12 hours per shift);

- (ii) 1 day (24 hours) paid rest day; the employee will be paid a normal day's pay at single rates regardless of day of week on which the rest day falls; and
 - (iii) 3 consecutive shifts (maximum of 12 hours per shift).
- (b) Employees, who have completed a 7-day roster in accordance with the above, must have 2 days off prior to returning to normal work or on site work. Such days off will be unpaid, regardless of the day of the week on which the days fall. However, an employee may elect to take RDO(s) due if the rest break falls on a day during Monday to Friday.
 - (c) If the 7-day roster includes night shift, payment will be made in accordance with sub-clause 25.6.4(b). In all other circumstance the relevant penalty rates under sub-clause 21.3 - Overtime, will apply to overtime.
 - (d) Following the completion of rostered hours (including continuous overtime), employees must have a 10-hour rest break before returning to normal hours or another shift. These 10 hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 25.4 above.
 - (e) Employees directed to resume or continue work without having their 10 hour rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty. They will then be entitled to be absent for a rest period of ten (10) consecutive hours without loss of pay if the rest break falls on a day between Monday to Friday.

25.6.4 Site duties - night shift

- (a) An employee cannot
 - (i) Be rostered on night shift on any day when normal hours have been worked on the day when the night shift commences;
 - (ii) Return to normal hours on the same day on which a night shift finishes; or
 - (iii) Be rostered on another shift before a 10-hour break is taken between the shifts.
- (b) An employee rostered to work normal hours as night shift will be entitled to be paid as follows:
 - (i) Night shift during the period commencing between 6.00 pm and 11.59 pm Monday to Friday - double time for all continuous hours worked on a shift (normal pay + single pay).
 - (ii) Night shift during the period commencing between 6.00 pm and 11.59 pm on Saturday, Sunday or a Public Holiday - double time & a half for all continuous hours worked on a shift (normal pay + single pay & a half).
- (c) Payment is regarded as overtime for relevant purposes.
- (d) Employees must have a 10-hour rest break between shifts or before returning to normal hours without loss of pay if the break falls on a weekday. 10 hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 25.4 above.

25.6.5 Meal breaks and meal allowances

- (a) No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break. Where meals are provided to an employee on the ground and eaten in conjunction with Incident duties, no deduction will be made from pay.

- (b) Employees will be entitled to be paid meal allowances provided under sub-clause 42(b) as follows:
 - (i) If day shift and continuous overtime finishes after 6 pm but before midnight - meal 3,
 - (ii) If day shift and continuous overtime finishes after midnight but before 6 am the next day - meals 3 & 2
 - (iii) If day shift or night shift and continuous overtime finishes after 6 am the next day - meals 3 & 2 & 1.

25.6.6 Travelling time

- (a) "Travelling time" for the purposes of this clause means the period of travel between the employee's home and site duty or from site duty to the employee's home.
- (b) Travelling time will be paid at the employee's normal pay at single rate.
- (c) Travelling time cannot be claimed as overtime.
- (d) Travelling time is part of the rest break.

PART V - LEAVE AND PUBLIC HOLIDAYS

26. Public Holidays

26.1 Entitlements

- (a) Employees are entitled to be absent on full pay for all public holidays proclaimed as such for the state of New South Wales or the County of Cumberland (except the first Monday in August).
- (b) Employees will also be entitled to one additional day, which they may elect to take either:
 - (i) Between Christmas Day and New Years Day; or
 - (ii) The Union Picnic Day.
- (c) The Union Picnic Day will occur on or before the first Monday in November of each year or another date to be approved by the Employer.
- (d) Part-time employees shall be entitled to be absent on full pay on public holidays, provided that the public holiday falls on a day that the employee is scheduled to work.
- (e) Payment will only be made if the employee is at work for the full day, or on approved absence, on both their scheduled working days immediately before and after the public holiday.
- (f) Employees will be regarded as having worked when they are on:
 - (i) Recreation leave on full pay;
 - (ii) Rostered days off;
 - (iii) Study leave;
 - (iv) Union training leave;
 - (v) Approved sick leave with or without pay;

- (vi) When the job has been closed by the Employer for reasons other than industrial action; and
- (vii) Leave without pay (provided the Public Holiday falls within the first fourteen (14) calendar days of the leave).
- (g) Public holidays occurring during periods when an employee is on long service leave shall be counted as part of the long service leave and not as holidays.
- (h) Where a five (5) day week is worked, no payment shall be made for holidays observed on a Saturday or Sunday.

27. Recreation Leave

27.1 Entitlement

- (a) Permanent full-time employees receive 20 working days (4 weeks) recreation leave, for each year of service.
- (b) Part-time and temporary employees will be entitled to recreation leave on a pro-rata basis.
- (c) During the year, recreation leave accrues on a proportional basis.
- (d) For the purpose of calculating recreation leave, any period in excess of seven (7) working days during which an employee is on leave without pay will not be deemed to be included in any year of an employee's service, except for employees referred to in sub-clause (e) below.
- (e) Any employee who is:
 - (i) An accredited delegate of the union/association contained in the clause 3 - Definitions, of this Award;
 - (ii) Elected to a Committee of Management or Welfare and Emergency Fund Committee; or
 - (iii) A member of a consultative committee, and
 - (iv) Who takes leave without pay to attend Union business,will not lose any rights which accrue under this clause.

27.2 Taking of leave

- (a) Recreation leave shall be taken at a time convenient to the Employer.
- (b) All full time employees are required to take their 20 day recreation leave within six (6) months of its accrual date, part-time employees on a pro-rata basis, unless they have the written permission of an authorised employee to defer their leave. No approval to defer leave will be granted if the employee's current balance is more than 70 days.
- (c) Unless it is not practical, or there are exceptional circumstances, employees should seek approval of their leave application at least one (1) month before the date from which the leave is to commence.
- (d) If no application for leave is received before the commencement of leave, leave will be taken as Leave Without Pay unless the employee provides acceptable reasons to the Chief Executive.
- (e) The Employer may direct an employee, by the giving of four (4) weeks notice, to take the balance of their current year's entitlement.

27.3 Conserved leave

- (a) Recreation leave balance in excess of 80 days after six months of becoming due will be deemed conserved leave. Human Resources will notify the employee in writing of the number of days being conserved.
- (b) The Chief Executive may approve the taking of conserved leave on request from an employee where the employee demonstrates the need for leave in excess of the leave days otherwise available to the employee.
- (c) Recreation leave deemed to be conserved (less already taken) will be paid out on termination of service at the employee's pay point most paid during the twelve (12) months immediately prior to termination date, but in any case at a rate no less than the employee's substantive pay point.

27.4 Payment for leave

- (a) Recreation leave will represent time off work, and in no case shall an employee receive two (2) pays for the same day.
- (b) Employees are entitled to be paid in advance for their period of leave on request. Where an employee has given notice that they require their leave to be paid in advance, and through the fault of the Employer, this has not occurred, the employee will be entitled to:
 - (i) A maximum of two (2) hours ordinary pay; and
 - (ii) Reasonable fares for collecting their pay once leave has commenced.
- (c) Upon termination, employees will receive the monetary value of their untaken leave balance.
- (d) Recreation leave will be paid at the pay point most paid during the 12 months immediately before the date of termination.

28. Recreation Leave Loading

28.1 Entitlement

- (a) For the purposes of calculation, a leave year is from 1 December one year to 30 November the next year, and the amount paid will be in respect of the immediately preceding twelve (12) months.
- (b) The rate of leave loading is 17.5% of up to four (4) calendar weeks recreation leave provided that the maximum monetary amount of leave loading will not exceed the value of the leave loading for pay point 2 of Grade 14.
- (c) Leave loading is paid only once for a leave year.
- (d) The monetary value of the leave loading will be paid in the first payin December each year.
- (e) Loading is not paid: -
 - (i) On resignation,
 - (ii) Where the employee has been dismissed by the Employer for serious misconduct,
 - (iii) Upon the death of an employee,
 - (iv) In respect of broken periods of service, or
 - (v) To employees regarded as trainees on full time courses at Universities.

29. Long Service Leave

29.1 Definitions

- (a) The term "days" shall include all days, excluding Saturdays and Sundays the employee would have been normally scheduled to work. Public holidays that fall whilst an employee is on a period of long service leave will be paid and not debited from an employee's leave entitlement.
- (b) The term "service" for purposes of this clause means all periods of broken service of employment recognised under the Public Sector Employment and Management Act 2002, or the Public Sector Management Act 1988, employment with the Sydney Water Corporation including its predecessors and employment with the SCA.
- (c) "Net service" means recognised service less any period of unpaid leave in excess of 10 days, subject to sub-clause 30.14 - Sick Leave Without Pay.

29.2 Entitlement

29.2.1 Full-time employees

- (a) Full-time employees receive 44 days long service leave after ten (10) years of continuous net service.
- (b) After completion of the first ten (10) years of continuous service, long service leave will accrue, on a daily basis, at the rate of 10.9 days per year.
- (c) From the commencement date of this Award, employees with 7 years or more service will be entitled to take or be paid out on resignation long service leave in the usual manner.

29.2.2 Part-time employees

- (a) Part-time employees receive long service leave on a proportional basis based on the number of hours worked in relation to full-time hours. Part-time employees leave is calculated by the following formula:

$$\text{Full-time entitlement to LSL} \times \frac{\text{No of Part-time hours}}{\text{No of Full-time hours}} = \text{LSL entitlement}$$

29.2.3 Casual employees

- (a) Casual employees are entitled to long service leave on a proportional basis on the number of ordinary hours worked in relation to full time ordinary hours of the position. Casual employees leave is calculated by the following formula:

$$\frac{\text{Full-time employee entitlement to LSL}}{\text{No of ordinary full time hours of position}} \times \text{No of ordinary casual hours} = \text{LSL entitlement}$$

29.3 Taking of leave

- (a) Long service leave may only be taken at a time convenient to the Employer.
- (b) Accrued long service leave may be taken on full pay (i.e. one day's pay for one day's leave) or on half pay (i.e. half a day's pay for one day's leave).
- (c) Unless there are exceptional circumstances or where it is not practical, employees shall seek approval of their leave application at least one (1) month of the date from which the leave is to commence.

29.4 Accrual of leave

- (a) Long service leave is fully accumulative.
- (b) Long service leave accrues whilst employees are on any type of paid leave.
- (c) Any employee who is:
 - (i) An accredited delegate of the union/association contained in clause 3 - Definitions, of this Award; or
 - (ii) Elected to a Committee of Management or Welfare and Emergency Fund Committee,
 - (iii) Member of Consultative Committee, and
 - (iv) Who takes leave without pay to attend Union businesswill not lose any rights which accrue under this clause.

29.5 Pro-rata entitlement on termination

- (a) Employees who have completed between five (5) and less than seven (7) years continuous service and whose services are terminated in the circumstances set out in sub-clause (b) below, are entitled to payment of a proportional amount of long service leave on full pay calculated on the basis of three (3) months leave for fifteen years of service. There is no requirement for an employee with seven (7) or more years of service to have been terminated or resign due to one of the requirements of sub clause (b) to claim an entitlement.
- (b) Employees are entitled to payment of a proportional amount of long service leave where their services are terminated:
 - (i) By the Employer for any reason other than serious and wilful misconduct;
 - (ii) By the employee because of illness, incapacity, domestic or other pressing necessity;
 - (iii) Due to the death of the employee; or
 - (iv) Due to work not being available at the pay point to which the employee has been appointed and where the only alternative employment with the Employer is at a lower pay point.

29.6 Payment for leave

- (a) Long service leave will be paid at the rate prescribed for the pay point most paid during the twelve months immediately prior to commencing such leave or ceasing duty in the Employer's service, but in any case at no less than the employee's substantive rate at time of taking leave.

30. Sick Leave

30.1 Purpose of sick leave

- (a) Sick leave is provided to employees who are unable to perform their duties because of genuine illness or incapacity. Sick leave should not be construed as a right to more leave.

30.2 Amount of leave

- (a) An employee may be granted up to 20 days sick leave on full pay in a sick leave year.
- (b) A sick leave year is the 12 months from 1 December to 30 November.

- (c) If an employee's services are terminated and they are subsequently re-employed in the same calendar year, the amount of sick leave credited to the employee on re-employment for that year will not exceed 20 days or the amount they would have been entitled to had their employment been continuous, whichever is the lesser.
- (d) The unused amount of sick leave will be available in following sick leave years, i.e. sick leave is fully accumulative.

30.3 First year of service

- (a) During the first year of service, an employee shall be credited with a proportional amount of sick leave based on the date employment commenced. For the first year of service, sick leave will be credited on the following basis:
 - (i) If service commences on or after 1 December and before 1st March, 20 days sick leave;
 - (ii) If service commences on or after 1 March and before 1st June, 15 days sick leave;
 - (iii) If service commences on or after 1 June and before 1st September, 10 days sick leave;
 - (iv) If service commences on or after 1 September and before 1 December, 5 days sick leave.

30.4 Part-time employees

- (a) The amount of sick leave available is at a proportional rate based on the number of hours worked in relation to full-time hours. The amount of sick leave for a part-time employee is calculated by the following formula:

$$\frac{\text{No of Part-time hours}}{\text{No of Full-time hours}} \times \text{full-time entitlement (in hours)} = \text{sick leave for part-time employee}$$

30.5 Temporary employees

- (a) Temporary employees are entitled to sick leave on a pro rata basis.

30.6 Taking of sick leave

- (a) Subject to the satisfaction of the Employer, an employee may be granted sick leave to cover an absence where the employee is unable to perform their duties because of illness or incapacity which has not been caused by their own misconduct.

30.7 Notice of illness

- (a) An employee shall notify their Manager of their inability to attend work due to illness or incapacity as soon as possible and, in any case, within 24 hours of the beginning of the absence. The employee must also advise their Manager of the estimated length of the absence.

30.8 Provision of medical certificate

- (a) A medical certificate must be supplied to the Employer for an absence of sick leave of four (4) or more consecutive days.
- (b) An employee with less than 12 months' service who is absent on sick leave for any period, may be required by the Employer to submit a medical certificate showing the nature of the illness.
- (c) These provisions do not restrict the Employer from directing employees to provide medical certificates for any period of sick leave.

- (d) The term "medical certificate" includes the following:
 - (i) Where the absence is for a period of one week or less, a certificate issued by a dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo-facial surgeon or, at the discretion of the Chief Executive, another registered health service provider;
 - (i) When the absence exceeds one week, and unless the registered health service provider is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

30.9 Supplement to workers compensation payments

- (a) An employee shall not be entitled to paid sick leave for any period where they are entitled to full workers' compensation payments.
- (b) Where an employee is not in receipt of full workers' compensation payments and they have sick leave entitlements, at the request of the employee, the Employer shall pay to that employee the difference between the workers' compensation payments and full pay. The employee's sick leave entitlements will be reduced by the appropriate amount. When sick leave entitlements have been exhausted, the workers' compensation payments only shall be payable.

30.10 Payment for sick leave

- (a) Sick leave shall be paid at the pay point most paid during the twelve (12) months immediately prior to commencing such leave or in any case not less than their substantive rate.
- (b) Part-time employees will only be paid sick leave for the absences that occur during the hours they were scheduled to work.

30.11 Illness whilst on recreation or long service leave

- (a) Where employees who are eligible for sick leave produce a valid medical certificate that is acceptable to the Employer, stating they were sick whilst on recreation or long service leave, they may be recredited with the recreation or long service leave for the period of illness.
- (b) Any period of illness whilst on recreation leave may be converted to sick leave and the equivalent amount of recreation leave recredited to the employee.
- (c) In the case of long service leave, the illness must be of at least five (5) consecutive working days before the long service leave may be converted to sick leave.
- (d) If an employee takes sick leave whilst on recreation or long service leave, the amount of sick leave taken will be deducted from the employee's sick leave entitlement.

30.12 Workers compensation

- (a) Workers compensation will be in accordance with the relevant workers compensation legislation.

30.13 Claims other than workers compensation

- (a) If the circumstances of any injury to or illness of a employee give rise to a claim for damages or to compensation, other than compensation under the Workplace Injury & Illness Management Act or Occupational Health & Safety Act, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:-
 - (i) Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the SCA to the employee; and

- (ii) In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the SCA the monetary value of any such period of sick leave.
 - (b) Sick leave on full pay shall not be granted to a employee who refuses or fails to complete an undertaking, except in cases where the Chief Executive is satisfied that the refusal or failure is unavoidable.
 - (c) On repayment to the SCA of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

30.14 Sick leave without pay

- (a) Sick leave without pay counts as service for the accrual of recreation leave and paid sick leave.
- (b) Sick leave without pay, which does not exceed 6 months, counts as service for the accrual of long service leave for employees with 10 years or more of service.
- (c) When determining the amount of sick leave accrued, sick leave granted on less than full pay is converted to its full pay equivalent.

31. Carer's Leave

31.1 Use of sick leave

- (a) An employee with responsibilities in relation to a family member set out in sub-clause (d) below, who needs the employee's care and support, shall be entitled to use, in accordance with this provision, any current or accrued sick leave credits for absences to provide care and support for such persons when they are ill.
- (b) Such leave may be taken for part of a single day.
- (c) 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 sub-clause where another person has taken leave to care for the same person.
- (d) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (A) A spouse or former spouse of the employee;
 - (B) A de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee;
 - (C) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or the de facto spouse of the employee;
 - (D) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (E) A person related by blood, marriage, affinity or Aboriginal kinship structures and living in the same domestic dwelling. In this context, "affinity" means that one spouse or partner has to the relatives of the other.
- (e) An employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship with 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.
- 31.2 Leave without pay for carer's leave purposes
- (a) An employee may elect, with the consent of the Employer, to take leave without pay for the purpose of providing care and support to a member of a class of person set out in sub-clause 31.1(d)(ii) who is ill.
- 31.3 Annual leave taken for carer's leave purposes
- (a) An employee may elect with the consent of the Employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Notwithstanding the provision of sub-clause 28.1(c) - Leave Loading, the employee and the Employer may agree to the payment of the full annual leave loading, if available, when the employee takes annual leave days for purposes of carer's leave.
- 31.4 Time off in lieu of overtime
- (a) An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with sub-clause (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- 31.5 Make up time
- (a) Notwithstanding the provisions of clause 18 - Hours of Work, 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.
- 31.6 Rostered days off
- (a) Notwithstanding the provisions of clause 18 - Hours of Work, for the purposes of carer's leave, an employee may elect, with the consent of the Employer, to take -
- (i) A rostered day off at any time; and
- (ii) Rostered days off in part day amounts.
- (b) Notwithstanding the provisions of sub-clauses 18.7 and 18.8, an employee may elect, with the consent of the Employer, to accrue some or all RDOs off for the purposes of creating a bank to be drawn upon for carer's leave purposes at a time mutually agreed between the Employer and employee, or at reasonable notice by the employee or the Employer.

32. Family and Community Service Leave

32.1 Purpose

- (a) The Chief Executive may grant to an employee some, or all of their accrued FACS leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- (b) Such cases may include but not be limited to the following:
 - (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - (iv) Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
 - (v) Attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of FACS leave to be appropriate in a particular case;
 - (vi) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State; and
 - (vii) Absence during normal working hours
 - (a) To attend meetings, conferences; and
 - (b) To perform duties associated with holding office in Local Government, and which duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
 - (c) "Family" or "relative" used here means:
 - (i) A spouse or a former spouse of the employee; or
 - (ii) A de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (iii) A child or an adult son or daughter (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 of the spouse or of the de facto spouse of the employee; or
 - (iv) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (v) A person related by blood, marriage, affinity or Aboriginal kinship structures and living in the same domestic arrangement. In this context, "affinity" means that one spouse or partner has to the relatives of the other.

32.2 Entitlement

- (a) The maximum amount of FACS leave on full pay which may be granted to an employee is as follows:
 - (i) New employees
 - (A) An employee will be credited with 2 ½ days of FACS leave at the commencement of service with the SCA, and
 - (B) On completion of the first year of service, the employee may be granted 5 of the employee's working days as FACS leave in any period of 2 years; or
 - (C) After the completion of 2 year's continuous service, the available FACS leave is determined by allowing 1 day's leave for each completed year of service less the total amount of short leave or FACS leave previously granted to the employee, whichever is the greater of sub-clauses (B) and (C) above.
 - (ii) Employees employed in the SCA at the time this Award comes into operation:
 - (A) An employee will be credited with 5 days of FACS leave at the date on which this Award comes into operation.
 - (B) An employee may be granted 5 of the employee's working days as FACS leave in any period of 2 years; or
 - (C) The available FACS leave is determined by allowing 1 day's leave for each completed year of service less the total amount of short leave or FACS leave previously granted to the employee; whichever is the greater of sub-clauses (B) and (C) above.
- (b) Part-time employees - pro rata.
- (c) If the available FACS leave is exhausted as a result of natural disasters, the Chief Executive shall consider applications for additional FACS leave, if some other emergency arises. On the death of a person defined in clause 31- Carer's Leave, additional paid FACS leave of up to 2 days may be granted on a discrete, per occasion basis to a employee.

32.3 Carer's Leave and Family & Community Service leave

- (a) In cases of illness of a family member as defined under sub-clause 31.1(d)(ii) - Carer's Leave, should be used.

32.4 Other leave

- (a) The Chief Executive may grant employees other forms of leave such as accrued recreation leave or time off in lieu and so on for FACS leave purposes.
- (b) Notwithstanding the provisions of sub-clauses 18.7 and 18.8, an employee may elect, with the consent of the Employer, to accrue some or all RDOs off for the purposes of creating a bank to be drawn upon for FACS leave purposes at a time mutually agreed between the Employer and employee, or at reasonable notice by the employee or the Employer.

33. Maternity Leave

33.1 Entitlements

33.1.1 Paid maternity leave

- (a) For the purposes of this clause "weeks" means calendar weeks.
- (b) A full 40-week continuous period of employment determines the employee's eligibility for purposes of maternity leave entitlements.
- (c) A female employee who has completed forty (40) weeks' continuous service (as recognised by the Employer) prior to the birth of her child is eligible for:
 - (i) Fourteen (14) weeks leave on full pay; or
 - (ii) Twenty eight(28) weeks leave on half pay.
- (d) Where there has been a break in service, i.e. the employee has left the organisation and later been re-employed another forty (40) weeks' continuous service must be completed in order to become eligible for paid maternity leave.
- (e) Unless there has been a break in service as described in (d) above, an employee who has met the conditions for paid maternity leave once, will not be required to again work the forty (40) weeks' continuous service in order to become eligible for another period of paid maternity leave.
- (f) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the initial forty (40) weeks.

33.1.2 Unpaid maternity leave

- (a) A female employee is entitled to unpaid maternity leave when a medical certificate verifying her pregnancy and expected date of birth accompanies her leave application.
- (b) Employees eligible for maternity leave will be entitled to the equivalent of 12 months unpaid maternity leave after the actual date of birth of the child. The twelve (12) month maternity leave entitlement may be taken as follows:
 - (i) On a full-time basis, for up to a maximum of twelve (12) months, from the child's date of birth; or
 - (ii) On a part-time basis, up to a maximum of two (2) years, from the child's date of birth; or
 - (iii) Combinations of full-time and part-time leave, provided that no more than twelve months' (full-time equivalent unpaid) maternity leave on a full-time basis is taken and that the balance taken part-time will conclude before the child's second birthday.
- (c) The total amount of maternity leave will conclude prior to the child's second birthday.
- (d) Sick leave is not available during the unpaid period of maternity leave after the birth.

33.1.3 Notice of expected date of birth, amount of leave and return to work

- (a) Employees must give the Employer at least ten (10) weeks written notice of the expected date of birth.

- (b) Employees must give four (4) weeks written notice of the commencement date and the amount of leave sought.
- (c) The amount of maternity leave may be varied, provided that the total period of maternity leave does not exceed the maximum leave available under sub-clause 33.1.2, as follows:
 - (i) The employee may apply in writing, giving fourteen (14) days notice, to extend the period of maternity leave. This can only be done once.
 - (ii) The period of maternity leave may, with the consent of the Manager, be shortened provided that the employee gives fourteen (14) days notice.
- (d) Employees must confirm, in writing, their intention to return to work at least four (4) weeks prior to the date of return.
- (e) An employee's paid recreation leave or long service leave entitlements may be taken instead of, or in addition to, unpaid maternity leave.

33.1.4 Taking paid maternity leave

- (a) Paid maternity leave can commence anytime from nine (9) weeks before the expected date of birth, up to the actual date of birth, or in the period following confinement.
- (b) Paid maternity leave is not available any earlier than nine (9) weeks before the expected date of birth, provided that if an employee gives birth prematurely and this occurs before she was to commence her maternity leave, she will be regarded as immediately on maternity leave from the date she takes leave to give birth.

33.1.5 Payment for maternity leave

- (a) Payment for maternity leave is at the rate applicable when maternity leave is taken.
 - (i) A full time employee will be paid at their normal rate of pay.
 - (ii) A part-time employee employed under sub-clause 5.1.4(a) will be paid at the employee's usual rate of pay.
 - (iii) A part-time employee who has completed forty (40) weeks continuous part-time service pursuant to sub-clause 5.1.4(b) immediately prior to taking maternity leave will be paid at the employee's usual rate of pay. For the purposes of this clause "usual rate of pay" will mean the amount paid for the hours specified in the approved part-time work arrangement immediately prior to taking paid maternity leave.
 - (iv) A part-time employee who has completed forty (40) weeks continuous part-time service pursuant to sub-clause 5.1.4(b) and reduces the part-time hours immediately before taking maternity leave for reasons relating to the pregnancy, the employee will be paid at the usual rate of pay applicable under the approved part-time arrangement prior to the reduction in the hours.
 - (v) Where a full-time employee who has completed forty (40) weeks continuous full-time service converts to part-time employment under sub-clause 5.1.4(b) immediately before taking maternity leave for reasons relating to the pregnancy, the employee will be paid at the full-time rate.

- (vi) Where a full-time employee takes part-time LWOP in accordance with clause 40, the employee will be paid as follows:
 - (A) If the period of part-time LWOP is at least forty (40) weeks immediately prior to taking maternity leave, the employee will be paid at the rate most paid during that period;
 - (B) If the period of part-time LWO is for a period of less than 40 weeks immediately prior to taking maternity leave, the employee will be paid at the full-time rate.
- (b) A full-time employee who becomes pregnant and is eligible for further maternity leave during a period of part-time maternity leave, will be paid maternity leave at the full-time rate.
- (c) Leave can be paid as follows:
 - (i) As a lump sum in advance; or
 - (ii) On a normal pay basis at either fully pay or half pay; or
 - (iii) In a combination of full and half pay.

33.2 Other Conditions

33.2.1 Pregnancy related illness, miscarriage, still birth, or death of new born

- (a) The term "miscarriage" refers to the loss of an unborn child during the first twenty (20) weeks of the pregnancy.
- (b) The term "still birth" refers to a birth whereby the child is born dead and the death occurs after the first twenty (20) weeks of the pregnancy.
- (c) In the event of a still birth occurring within nine (9) weeks of the expected date of confinement, an employee who is eligible for nine (9) weeks paid maternity leave will still be entitled to this leave. A medical certificate must be presented.
- (d) If the miscarriage or still birth occurs before this time, the employee will be entitled to take sick leave for the period a doctor recommends as necessary.
- (e) Where an employee chooses not to take paid sick leave, she will be entitled to unpaid "special maternity leave" for the period a doctor deems necessary. This leave will be treated as maternity leave.
- (f) If the newborn child dies while the employee is on paid maternity leave, the entitlement remains.
- (g) If because of an illness or risk associated with pregnancy, an employee is unable to continue to work, then she may elect to take any available paid leave (sick, recreation or long service leave) or to take sick leave without pay provided
 - (i) Where an employee not yet on maternity leave suffers illness related to pregnancy, and she has already exhausted her paid sick leave credits, she may take further unpaid leave for the duration her doctor certifies necessary. This leave will be known as special maternity leave.
- (h) Subject to the consent of their Manager and based on the demands of the business, notwithstanding the provisions of clause 18 - Hours of Work, pregnant employees will be

allowed to vary starting and finishing times provided they work the normal weekly hours for which they are employed.

33.2.2 Right of return to former position

- (a) An employee returning from maternity leave, whether maternity leave had been taken full-time or part-time or a combination of thereof, will be entitled to return to her former position, including one which is redesigned during the maternity leave period.
- (b) The employee has a right to return part-time or full-time, provided that if the employee returns part-time, the provisions contained in sub-clauses 5.1.4(b)(iii) and 5.1.4(c) will apply.
- (c) If the former position has been abolished, the employee shall be transferred to a position at the same level of responsibility and pay and where practicable, at the former location. Transfer to that position does not diminish the employee's right to return part-time.
- (d) If the former position has been relocated, an employee has a right to return to her former position at the new location. Transfer to that location does not diminish the employee's right to return part-time.
- (e) In cases where an employee had been temporarily transferred to a "safe" job during her pregnancy, "former position" will mean the position occupied by the employee before the transfer.

33.2.3 Temporary transfer to a "safe" job

- (a) If, because of an illness or risk associated with the pregnancy, an employee cannot carry out the essential duties of their position, the employee will be temporarily transferred to a more suitable position.
- (b) The position will be as close as possible in status and pay to the substantive position.
- (b) If there is no "safe" job available, the employee may, or the Employer may require the employee to, take leave for the period certified as necessary by a doctor. Such leave is to be treated as maternity leave for these purposes.

33.3 Effect of maternity leave on all types of leave

- (a) Paid maternity leave will count as service for the purposes of calculating all types of leave entitlements provided that part-time maternity leave will count as service on a pro-rata basis for the purposes of calculating recreation leave.
- (b) Although unpaid maternity leave does not count as service for the purposes of calculating leave entitlements, it will not mean a break in the continuity of an employee's service.

34. Adoption Leave

34.1 Definitions

- (a) "Adoption leave" means leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 18 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step-child of the employee or of the employee's spouse).

"Spouse" includes a de facto spouse and same sex partner.

34.2 Entitlements - paid adoption leave

34.2.1 Paid short adoption leave

- (a) Paid adoption leave available to eligible employees, commencing from the date of placement of the child is either:
 - (i) Where the employee is the primary care giver, the maximum entitlements available are either:
 - (A) Unbroken period of fourteen (14) weeks at full pay; or
 - (B) Unbroken period of twenty eight(28) weeks at half pay.
 - (ii) If the child is aged 1-18 years old, the maximum entitlements available are either:
 - (A) Unbroken period of three (3) weeks at full pay; or
 - (B) Unbroken period of six (6) weeks at half pay
- (b) Other forms of paid leave may be taken as special adoption leave for the purposes of attending any compulsory interviews necessary during the adoption process. Appropriate documentation will need to be provided to certify that the absence is for this purpose.
- (c) Only one person in a family can be nominated as primary care giver at any one time.

34.2.2 Eligibility

- (a) Paid adoption leave is available to employees who have completed 12 months continuous service as recognised by the Employer, prior to the child being placed in their care. For the purposes of this clause "week" shall mean calendar week.
- (b) Paid adoption leave can commence from the date the child is placed in the employee's care.
- (c) When there has been a break in service whereby the employee has left the organisation and later been re-employed, another 12 months continuous service must be completed in order to qualify for paid adoption leave.
- (d) Unless there has been a break in service as described above, an employee who has met the conditions for paid adoption leave once, will not be required to again work the 12 months continuous service in order to qualify for further periods of paid adoption leave.
- (e) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the 12 months.

34.2.3 Notices and documents required to be given to Employer

- (a) Employees must notify in writing, within fourteen (14) days of the expected date of placement, or where not practicable, as soon as they are aware of the date, their intention to take short adoption leave and the expected date of commencement of such leave.
- (b) Notification and application for adoption leave must be supported by documentary evidence from either the adoption agency or government authority certifying the intended adoption.

34.2.4 Payments for leave

- (a) Full time employees will be paid at their normal rate of pay.

- (b) Part-time employees will be paid at their usual rate of pay. For the purposes of this clause "usual rate of pay" will mean the amount paid for the contracted hours immediately prior to taking adoption leave.
- (c) Leave can be paid as follows:
 - (i) As a lump sum in advance
 - (ii) At their normal pay point at either full pay or half pay; or
 - (ii) In a combination of full and half pay.
- (d) Full-time employees who complete at least forty (40) weeks' continuous service and then transfer to part-time employment immediately before taking adoption leave, will be paid at their equivalent full-time rate.
- (d) If the period of part-time employment immediately before adoption leave is 40 weeks or more, the employee will be paid as a part-time employee.

34.3 Entitlements - unpaid adoption leave

34.3.1 Unpaid extended adoption leave

- (a) Employees will be entitled to unpaid adoption leave from the date of placement of their child.
- (b) Employees who seek leave for an extended period when adopting a child may be granted unpaid leave of absence for up to twelve (12) months from the date of placement of the child. Leave may be taken as follows:
 - (i) On a full-time basis, up to twelve (12) months from the date of placement of the child; or
 - (ii) On a part-time basis, up to a maximum of two (2) years from the date of placement of the child; or
 - (iii) A combination of full-time and part-time leave, whereby, no more than twelve (12) months' adoption leave on a full-time basis is taken and the balance taken part-time will conclude before the second anniversary of the child being placed.
- (c) Other forms of paid leave may be taken as special adoption leave for the purposes of attending any compulsory interviews necessary during the adoption process. Appropriate documentation will need to be provided to certify that the absence is for this purpose.

34.3.2 Conditions

- (a) During an employee's absence on unpaid adoption leave, paid sick leave will not be available.
- (b) Recreation leave or long service leave may be taken in conjunction with, or in lieu of, unpaid adoption leave. In these circumstances, if the employee's return to work is more than twelve (12) months after the adoption of the child, the right to return to their former position is no longer guaranteed.

34.3.3 Notices and documents required to be given to Employer

- (a) Employees must give at least ten (10) weeks notice, or where not practicable, as practicable after the employee is notified of the expected date of placement of the child in writing:
 - (i) Of the dates on which the employee proposes to start and end the period of leave;
 - (ii) If applicable, the period of any adoption leave sought or taken by his or her spouse; and
 - (iii) That the employee is seeking that period of adoption leave to become the primary caregiver of a child.
- (b) An employee must notify the Employer of any change in the information provided under this section within 2 weeks after the change.

34.3.4 Right of return to former position

- (a) Provided an employee returns to work within twelve calendar (12) months of placement of their child, they will be entitled to return to their former position, including one which is redesigned during the adoption leave period.
- (b) If the employee's former position has been abolished they will be transferred to a position of the same level of responsibility and pay, and where possible, in the former location.
- (c) If the former position has been relocated, the employee has the right to their former position in the new location.

34.3.5 Variation of adoption leave

- (a) Provided that the total period of adoption leave does not exceed the maximum leave available under sub-clauses 34.2.1 and 34.2.2, the employee may apply in writing, giving fourteen (14) days notice, to extend the period of adoption leave. This can only be done once.
- (b) The period may only be further lengthened by agreement between the employee and the Employer.
- (c) The period of adoption leave may be shortened with the consent of the Employer provided the employee seeks approval fourteen (14) days in advance.

34.4 Effect of adoption leave on other leave entitlements

- (a) Paid adoption leave will count as service for the purposes of calculating all leave entitlements.
- (b) Adoption leave at half pay will count as service on a pro-rata basis for the purposes of calculating all leave entitlements.
- (c) Although unpaid adoption leave will not count as service for the purposes of calculating any leave entitlements, it will not mean a break in the continuity of an employee's service.

35. Parental Leave

35.1 Entitlements

- (a) Employees will be eligible for parental leave when a medical certificate verifying their partner's pregnancy and expected date of birth accompanies their leave application.

- (b) Employees eligible for parental leave will be entitled to a maximum of 12 months' unpaid parental leave, following the birth of their child.
- (c) Employees will be granted one (1) week's paid leave following the birth of their child.
- (d) Employees must give the Employer at least ten (10) weeks written notice of the expected date of birth of their child.
- (e) Employees must give four (4) weeks written notice of the commencement date and the amount of leave sought.
- (f) Employees must confirm in writing their intention to return to work at least four (4) weeks prior to the date of return.
- (g) The leave can be taken as follows:
 - (i) An unbroken period of up to one week at the time of the child's birth, and
 - (ii) A further unbroken period of up to 51 weeks, or on a part-time basis up to the child's second birthday.
- (h) The maximum entitlements available under this provision are as follows
 - (i) On a full-time basis up to 12 months, from the child's date of birth; or
 - (ii) On a part-time basis up to a maximum of two (2) years from the child's date of birth; or
 - (ii) A combination of full-time and part-time leave, provided that no more than 12 months' parental leave on a full-time basis is taken, and that the balance taken part-time will conclude before the child's second birthday.
- (i) Recreation leave or long service leave may be taken instead of, or in addition to, parental leave.
- (j) During an employee's absence on parental leave, paid sick leave will not be available.

35.2 Premature birth

- (a) In the event that an employee's partner gives birth prematurely, the employee will be able to commence his paternity leave from an earlier date.

35.3 Still birth

- (a) A male employee is entitled to up to one (1) week's unpaid parental leave in the event of a still birth occurring during the period nine (9) weeks before his partner's expected date of birth.

35.4 Right of return to former provision

- (a) Provided an employee returns to work within 12 calendar months of his partner giving birth, he will be entitled to return to his former position, including one which is redesigned during the parental leave period.
- (b) If the employee's former position has been abolished, he will be transferred to a position of the same level of responsibility and pay, and where possible, in the former location.
- (c) If the former position has been relocated, the employee has the right to his former position in the new location.

35.5 Effect of paternity leave on other leave entitlements

- (a) Although unpaid parental leave does not count as service for the purposes of calculating leave entitlement, it will not constitute a break in the continuity of an employee's service.
- (b) Part-time parental leave will count as service on a pro rata basis for the purposes of calculating all types of leave entitlements.

36. Union Training Leave

36.1 Purpose

- (a) Employees may be granted leave to attend training courses or seminars conducted or supported by the Union.

36.2 Entitlements

36.2.1 Full-time employees

- (a) Full-time employees may be granted up to 12 days leave on full pay in a two (2) year period to attend training courses or seminars conducted or supported by the Union.
- (b) Further leave, on a without pay basis, of 15 days in any one (1) year period, may be granted where the trade union course is acceptable to both the Employer and the Union.

36.2.2 Part-time employees

- (a) Part-time employees may be granted a proportional amount of Union training leave to attend training courses and seminars conducted or supported by the Union.
- (b) The maximum amount of leave on full pay available in a two (2) year period is based on the number of part-time hours in relation to the number of full-time hours and calculated by the following formula:

$$\frac{\text{No of part-time hours}}{\text{No of full-time hours}} \times 12 = \text{maximum amount of Union training leave in a two (2) year period}$$

- (c) Further leave, on a without pay basis, may be granted on a proportional basis, where the trade union course is acceptable to both the Employer and the Union. The amount of extra leave available will be calculated by the following formula:

$$\frac{\text{No of part-time hours}}{\text{No of full-time hours}} \times 15 = \text{amount of leave without pay}$$

36.2.3 Temporary employees

- (a) Temporary employees receive Union training leave on a pro rata basis.

36.2.4 Conditions

- (a) Employees must be nominated by the recognised union of which they are a member to attend a training course or seminar conducted or supported by the Union to apply for Union training leave.
- (b) The two (2) year and one (1) year periods will be the time immediately preceding the commencement date of the Union training leave requested.
- (c) Union training leave (including LWOP) will count as service for all purposes.

- (d) The amount of leave requested can include reasonable travelling time required during working hours to attend the course or seminar.

36.2.5 Taking of leave

- (a) Union training leave will be granted providing that the Employer's operating requirements permit the taking of the leave and that the absence does not require the employment of relief employee.
- (b) A statement from the relevant Union must support an application that it has nominated the employee concerned for the course or seminar, or supports their application to attend the course/seminar.

36.2.6 Payment for leave

- (a) Employees will be paid for their leave at their pay point most paid during the twelve (12) months immediately prior to taking the leave but in any case a rate no less than the employees substantive rate at the time of taking leave. Payment will not include shift allowance, penalty rates or overtime.
- (b) Expenses associated with attending a course or seminar will be met by the employee (e.g. fares, accommodation, meals, etc.).

37. Emergency Services Leave

37.1 Fire fighting

- (a) An employee who undertakes fire-fighting duties during an emergency in terms of section 44 of the Rural Fires Act 1997 may be granted leave on full pay for the time they are absent for work on emergency fire fighting duties.
- (b) An employee who is a unpaid volunteer member of a local Fire Brigade or Rural Fire Brigade, may be granted leave on full pay up to a maximum of five (5) days per annum. This leave is to cover necessary absences from duty when the employee is called upon to fight fires during their normal working hours.

37.2 Emergency operations

- (a) An employee who volunteers to assist the State Emergency Services, NSW Police or Rural Fire brigades during emergency operations, is to be granted leave on full pay whilst engaged in these activities during normal working hours.
- (b) An authorised employee must release the employee from duty for this purpose.
- (c) Where an employee remains on emergency duty for several days, and the headquarters to which they are attached operates on a 24 hour a day basis, the employee may be allowed reasonable time for rest in cases where physical distress was experienced, before returning to work.

37.3 Certificates of attendance

- (a) Applications for leave for fire fighting and emergency operations must be supported by evidence of participation with the relevant emergency service authority. Applications for rest periods must also be supported.

37.4 Emergency services courses

- (a) Employees selected to attend courses, training or lectures nominated by the Director State Emergency Services Controllers are to be granted special leave on full pay for the time they are necessarily absent from duty.

38. Military Leave

38.1 Entitlement

- (a) Employees with a minimum of six months' continuous service who are members of the Naval, Military or Air Force Reserves and whose military service is part-time will be entitled to Military Leave on the following basis:

- (i) In respect of annual training where the employee is a member of the:

Naval Forces	13 Calendar days on full pay per year
Military Forces	14 Calendar days on full pay per year
Air Forces	16 Calendar days on full pay per year

PLUS IF REQUIRED

- (ii) In respect of attendance at a school, class or course of instruction where the employee is a member of the:

Naval Forces	another 13 Calendar days on full pay per year
Military Forces	another 14 Calendar days on full pay per year
Air Forces	another 16 Calendar days on full pay per year

PLUS

- (iii) In cases where the employee's Commanding Officer certifies in writing that it is necessary for that employee to attend for purposes of obligatory training on days additional to those specified in sub-clauses (i) and (ii) of this sub-clause, the employee shall be granted a further period of Military Leave on full pay not exceeding four calendar days in any one year.
- (b) The terms "Annual Training", "School, Class or Course of Instruction" and "Obligatory Training" shall be regarded as synonymous for the purpose of determining a employee's entitlement to paid leave.

38.2 Medical examinations

- (a) Employees required to attend medical examinations and tests for acceptance as part-time members of the Defence Force Reserves during working hours, may be granted up to one day's FACS Leave for the time necessary, subject to production of evidence.

38.3 Conditions

- (a) If an employee is required to be absent for military purposes for periods in excess of those provided for above, the employee will need to cover the absence with another type of leave (e.g. recreation leave or LWOP).
- (b) Public Holidays occurring during periods of Military Leave will form part of such leave and will not extend the period of paid Military Leave.
- (c) For the purpose of this clause, the year shall be from 1 December in one year to 30 November of the following year.

38.4 Former Armed services personnel - War Caused Disabilities Leave

- (a) Employees who were former armed services personnel may be granted up to ten (10) days war caused disabilities leave in a leave year to cover absences for the following purposes:
- (i) Attending a hospital or medical officer for review;

- (ii) Attending a hospital to report for periodical examination or attention in connection with a war caused disability;
 - (iii) Obtaining, replacing or repairing an artificial limb or member, prosthesis or surgical appliance; or
 - (iv) Attending the Department of Veterans' Affairs in connection with claims for military pensions.
- (b) If an employee has used their maximum entitlement of war caused disabilities leave, any further absences will be taken as sick leave.
 - (c) War caused disabilities leave is not cumulative.
 - (d) Applications for war caused disabilities leave must be supported by documentation relevant to the disability, including medical certificates, Department of Veterans' Affairs letters or appointment confirmations.

39. Jury Service Leave

39.1 Entitlement

- (a) Employees shall be granted leave on full pay to attend court for jury service upon notification to an authorised employee. Full-time employees and part-time employees will be granted leave for jury service if they are required on a day(s) they are scheduled to work.
- (b) The amount of leave is dependent upon the length of the case.
- (c) To be granted leave on full pay, an employee must fulfil the following requirements:-
 - (i) The jury service must fall at a time when the employee would otherwise be on duty;
 - (ii) The employee must accept jury fees and travelling and out-of-pocket allowances for the period of jury service leave; and
 - (iii) The employee must provide a certificate from the Sheriff or Registrar of the Court certifying the amount of jury fees the employee received.
- (d) An amount equivalent to the jury fees received by the employee will be deducted from the employee's pay.
- (e) Leave for jury service is not available if:
 - (i) The jury service falls during a period of approved absence such as recreation leave, long service leave, roster days, etc.; or
 - (ii) An application for jury service leave is lodged without the Sheriff's or Registrar's certificate as to payment of fees.

39.2 Payment for leave

- (a) Employees will be paid at their pay point most paid for the twelve (12) months immediately prior to taking the leave, but in any case at a rate no less than the employee's substantive rate at the time of taking leave.

40. Leave Without Pay

- (a) The Chief Executive may grant LWOP to an employee on application showing reasons.

- (b) LWOP may be granted on a full-time or a part-time basis.
- (c) Where a employee is granted LWOP for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- (d) Where a employee is granted LWOP which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for accrual of recreation leave.
- (e) A employee, who has been granted LWOP, shall not engage in private employment of any kind during the period of LWOP, unless prior approval has been obtained from the Chief Executive.
- (f) A employee shall not be required to exhaust accrued paid leave before proceeding on LWOP but, if the employee elects to combine all or part of accrued paid leave with LWOP, the paid leave shall be taken before LWOP.
- (g) No paid leave shall be granted during a period of LWOP.

PART VI - ALLOWANCES AND REIMBURSEMENTS

41. Travel Allowances

41.1 Conditions

- (a) The provisions of this clause apply to an employee who is required to sleep away from home when travelling on work approved by the Employer.
- (b) The amount payable under this clause is calculated as follows:
 - (i) If travel is by the use of private vehicle, from the time the employee leaves their home or usual place of work, whichever is the later, to the time they return to either their recognised home or place of work, whichever is the earlier;
 - (ii) If travel is by air, on the day of departure from the time of the scheduled flight less one hour, on the day of return the time of actual flight arrival plus one hour.

41.2 Entitlements

41.2.1 Accommodation and meals not provided

- (a) Employees required, in the course of their duties, to depart from their homes or place of work, and unable to return on the same day shall be paid the "reasonable allowance amounts" for overnight travel as determined by the ATO from time to time.
- (b) This allowance covers the cost of accommodation and relevant meals (breakfast, lunch and/or evening meals) and incidentals for each full day the employee is away on travel.
- (c) Where the cost of accommodation and meals unavoidably exceeds the above allowances, the employee may seek reimbursement of the actual excess cost, but such a reimbursement will be subject to tax at the employee's marginal rate and the whole amount of the allowance will be shown on the employee's Payment Summary.

41.2.2 Accommodation and meals provided by Employer

- (a) Where the Employer provides an employee with accommodation and meals, the allowance in sub-clause 41.2.1 above other than incidentals shall not apply.
- (b) The employee shall be paid Incidental allowance at a rate established by the ATO from time to time for each full day the employee is away on travel.

41.2.3 Accommodation but no meals provided by Employer

- (a) Where the Employer provides the employee with accommodation but not meals, the employee shall be paid the relevant reasonable amount determined by the ATO for the relevant breakfast, lunch and/or dinner and incidentals for each full day the employee is away on travel.

41.2.4 Transport

- (a) The Employer shall pay the cost of transport or provide transport.
- (b) Mode of travel will need to be approved in advance; transport will be paid as follows:
 - (i) Economy fare air fare;
 - (ii) Motor vehicle cost - mileage at ATO rates or cost of economy air fare, whichever is the lesser; or
 - (iii) Reimbursement of actual cost of public transport.

42. Overtime Meal Allowances

- (a) Subject to sub-clause (c) below, an employee required to perform duty after and in excess of their usual hours, shall be paid meal allowances on the following basis:
 - (i) Monday to Friday
 - (A) If work overtime continuing with normal work
 - (1) Commences before 6 am - Meal 1.
 - (2) Finishes after 6 pm - Meal 3.
 - (3) Finishes after midnight - Meals 3 &4.
 - (4) Finishes after 6 am next day - Meals 3 + 4 + 1.
 - (B) If recalled to work after their normal ceasing time,
 - (1) Upon the completion of the first 4 hours overtime worked - Meal 3.
 - (2) Upon the completion of further 4 hours overtime worked - Meal 4.
 - (ii) Saturday, Sunday or Public Holiday
 - (A) If overtime commences before 6 am - Meal 1.
 - (B) If overtime goes beyond noon - Meal 2.
 - (C) If overtime goes beyond 6 pm - Meal 3.
 - (D) If overtime goes beyond midnight - Meal 4.
 - (E) If work overtime finishes after 6 am next day - Meal 1.

- (b) The amount of meal allowance will be adjusted in line with adjustments made to the reasonable amounts for the overtime meal allowance determined by the ATO from time to time, rounded to the nearest five (5) cents. The amounts of meal allowance at the time the Award is varied are as follows:
- (i) Meal 1 - Breakfast - \$.11.20
 - (ii) Meal 2 - Lunch - \$.14.60
 - (iii) Meal 3 - Dinner - \$.21.10
 - (iv) Meal 4 - Supper - \$.10.30
 - (v) Overtime meal allowance will not be paid where the employee is in receipt of payments under clause 41 - Travel Allowances.

43. Fire Fighting Allowance

- (a) An employee engaged in on-ground fire fighting, including on-ground hazard reduction burning, will be paid an allowance of \$1.35 per hour for the hours they are so engaged in fighting fires.
- (b) The amount of allowance will be adjusted in accordance with general adjustments to pay under clause 10 - Rates of Pay, rounded to the nearest five (5) cents.

44. Camping Allowance

- (a) Where an employee is required to temporarily live at or near the work site the following shall apply:
- (i) Where the Employer provides quarters and/or established camping facilities (including cooking and eating facilities) employees will receive:
 - (A) An allowance of \$35.25 for each day the employee is required to camp or live in quarters to cover food, Incidentals and general disability
 - (B) An allowance of \$2.37 each day a cook is not provided.
- (b) The Employer shall pay the cost of transport to and from the campsite, including weekend trips home.
- (c) A meal allowance will not be paid during periods of overtime if the employee is in receipt of camping allowance.
- (d) The allowance payable under this provision will be adjusted on 1 July in line with the CPI Index for Sydney in the previous year, rounded to the nearest five (5) cents.
- (e) The allowance payable under this provision may be subject to tax at the employee's marginal rate and the whole amount of the allowance will be shown on the employee's Payment Summary.

45. First Aid Allowance

- (a) An employee who possesses a current recognised first aid certificate and a continuing ability to undertake first aid responsibilities and who has been appointed as a First Aid Employee will be paid a flat rate allowance of \$20.80 per fortnight for the duration of the appointment.
- (b) A current recognised first aid certificate means one issued by St John Ambulance Australia or the Australian Red Cross, or an equivalent qualification recognised by those organisations, and which has been obtained within the previous 3 years.
- (c) The First Aid Allowance shall not be paid during leave or any other continuous period of leave that exceeds four weeks.

- (d) When the First Aid Employee is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Employee's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Employee.
- (e) The amount of allowance payable under this clause is treated as salary for all purposes and adjusted in accordance with general increases to pay, rounded to the nearest five (5) cents.

46. Community Language Allowance

- (a) Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:
 - (i) Employed as interpreters and translators; and
 - (ii) Employed in those positions where particular language skills are an integral part of essential requirements of the position;
 - (iii) Shall be paid an allowance as follows:
 - (A) Base Level Rate \$844.50p.a.
 - (B) Higher level rate \$1266.70p.a.
- (b) Allowance is treated as salary for all purposes and adjusted in accordance with general increases to pay, rounded to the nearest five (5) cents.

47. Reimbursement of Out of Pocket Expenses

- (a) Where an employee is required by the Employer to spend their own money they will be entitled to reimbursement. The Employer must approve the expense as a necessary work related expense.
- (b) Employees will be reimbursed where possible within 24 hours of lodgement of their claim.
- (c) The reimbursement is subject to the provision, amendments, and rulings of the Income Tax Assessment Act.

48. Tools and Equipment to be Supplied By the Employer

- (a) All tools and equipment deemed necessary by the Employer will be made available to employees.

49. Protective Clothing and Uniforms

- (a) The Employer shall continue to provide such items of protective clothing and uniforms as was customarily provided at the time of making this Award and as agreed between the parties.
- (b) The Employer will be responsible for the supply and replacement of protective clothing and uniform, as agreed between the parties from time to time.
- (c) Employees must use and wear the protective clothing and/or uniforms that are issued to them by the Employer.
- (d) Where the Employer requires an employee to wear spectacles with toughened lens, the Employer will pay for the cost of the process.

50. Use of Private Motor Vehicle

- (a) The Employer may authorise an employee to use a private motor vehicle for work where:
 - (i) Such use will result in greater efficiency or involve the Employer in less expense than if travel were undertaken by other means; or
 - (ii) Where the employee is unable to use other means of transport due to a disability.
- (b) If use of private vehicle is approved, the appropriate rate of mileage allowance as set by the ATO from time to time shall be paid.
- (c) The employee must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive.
- (d) Expenses such as tolls etc. shall be refunded to an employee where the charge was incurred during approved work related travel.
- (e) Except as otherwise specified in this award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and recognised office.
- (f) Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Employer, provided:
 - (i) The damage is not due to gross negligence by the employee; and
 - (ii) The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- (g) Provided the damage is not the fault of the employee, the Employer shall reimburse to a employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
 - (i) The damage was sustained on approved work activities; and
 - (ii) The costs cannot be met under the insurance policy due to excess clauses.

51. Damage to Private Property

- (a) For the purposes of this clause, the term "personal property" means a employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- (b) Where damage to or loss of the employee's private property occurs in the course of employment, a claim may be lodged under the Workplace Injury & Illness Management Act and/or under any insurance policy of the Employer covering the damage to or loss of the personal property of the employee.
- (c) If a claim under sub-clause (b) of this clause is rejected by the insurer, the Chief Executive may compensate a employee for the damage to or loss of private property, if such damage or loss:
 - (i) Is due to the negligence of the Employer, another employee, or both, in the performance of their duties; or
 - (ii) Is caused by a defect in a employee's material or equipment; or
 - (iii) Results from a employee's protection of or attempt to protect SCA property from loss or damage.

- (d) Compensation in terms of sub-clause (c) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Chief Executive may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (e) Compensation for the damage sustained shall be made by the SCA where, in the course of work, personal property is damaged or destroyed by natural disasters or by theft or vandalism.

52. Renewal of Licences

- (a) The following licences will be renewed at the Employer's expense as follows:
 - (i) A Drivers' licence issued by the Roads and Traffic Authority for motor cars, motor lorries and/or plant where their operation require the possession of such a licence, provided that the employee's Position Description specifies that the employee is required by the Employer to possess such licence;
 - (ii) A boat licence where operating a boat requires the possession of such a licence, provided that the employee's Position Description specifies that the employee is required by the Employer to possess such licence; and
 - (iii) A Licence issued by the NSW Police for the possession and use of firearms on the Employer's lands in accordance with the conditions attached to the possession and the use of the firearms provided that
 - (A) The employee's Position Description specifies that the employee is required by the Employer to possess such licence; and
 - (B) Notwithstanding the requirement for the possession of the licence being in the Position Description of an employee, the employee is specifically authorised by the Employer to use the firearm.

53. Health and Safety of Employees

- (a) All parties to this Award are strongly committed to ensuring safety in the workplace and that safety systems of work are implemented and adhered to by individual employees and contractors. We are also committed to timely and effective rehabilitation of injured employees.
- (b) Employees will ensure to the best of their ability that workplace hazards are identified and controlled and that safe work practices are followed by themselves and to the best of their ability fellow workers.
- (c) Employees and their unions will support and implement all systems designed to achieve a "no injuries" for example, signing work permits, hazard identification, and risk assessment processes.
- (d) The Employer will
 - (i) Provide and maintain an appropriate first aid kit at all places of work;
 - (ii) Display a notice in every recognised office where the first aid kit is normally kept listing the name(s) of persons qualified to provide first aid; and
 - (iii) Provide safety instructions in respect of any work employees are required to perform and will pay employees as if at work.
- (e) The Employer will comply with the Occupational Health and Safety Act 2000 and Regulations and Employer's Standards of Practice as amended from time to time.

54. Salary Packaging

- (a) Salary packaging, together with salary sacrifice to superannuation under clause 14, is subject to an overall limit of up to 50% of the employee's salary.
- (b) By mutual agreement between an authorised employee and an employee, the employee may arrange the annual Total Remuneration Package (TRP) so that it can include the following items:
 - (i) Salary;
 - (ii) Superannuation (subject to clause 14 -Salary Sacrifice to Superannuation);
 - (iii) Motor Vehicle leased through the Employer (subject to sub-clause (e) below);
 - (iv) Transport (cost of annual ticket);
 - (v) Aged care;
 - (vi) Mortgage;
 - (vii) Rental;
 - (viii) Health Fund;
 - (ix) Laptops, e-organisers and briefcases; and
 - (x) Any other benefits as approved by the Chief Executive from time to time.
- (c) FBT payable in respect of packaging any of the items listed at sub-clause (b) above will be charged to the employee.
- (d) The Employee may request the Authority in writing to reconfigure the annual total remuneration package not more than four times in any one year.
- (e) Unless otherwise approved by the Employer, salary packaging of a vehicle arrangement must be cost neutral to the Employer. To this end, a salary package may include the following components, each of which will be charged to the employee:
 - (i) Annual lease rate;
 - (ii) Fleet management fee;
 - (iii) Risk insurance charge;
 - (iv) Comprehensive insurance;
 - (v) CTP insurance;
 - (vi) Maintenance costs;
 - (vii) Registration;
 - (viii) NRMA membership;
 - (ix) Fuel; and
 - (x) FBT.

- (f) The employee's pre-packaging salary will continue to be the basis for the following:
 - (i) Superannuable salary, as advised to the employee's Funds from time to time;
 - (ii) Payments of allowances and other payments that are normally based on the employee's gross salary including paying out unused leave on separation from the Employer; and
 - (iii) The Employer's obligations under the Superannuation Guarantee (Administration) Act 1992.
- (g) Obtaining independent taxation and financial advice in relation to packaging arrangements is the employee's responsibility and is encouraged to be obtained prior to entering into an arrangement.

55. Delegates' Rights

- (a) Employees elected as a union delegate or employee representative will, upon provision of written proof of the election to the Employer, be recognised as an accredited representative of the Union or the consultative committee to which they belong and in the defined area they are elected to represent.
- (b) They will be allowed all reasonable time during working hours to submit to the Employer matters affecting the employees they represent. Such representations should be arranged for times that are convenient to both parties.
- (c) Before delegates/consultative committee members move away from their immediate work location to commence work on Union or consultative committee business, they must first obtain the permission of their Manager.
- (d) Where they wish to meet with Employer's representatives and this will take them away from their immediate work location they should first seek their Manager's approval before making such an arrangement.
- (e) Delegates/consultative committee members will not enter any other work location for which they are not elected on union or consultative committee business unless the delegate first receives the permission of the relevant Manager for that area.
- (f) Prior to leaving the immediate work location, delegates/consultative committee members must provide to their Manager information regarding the purpose for their departure, the estimated time of absence and telephone contact if practicable. Immediately upon their return from union or consultative committee business they will inform their Manager their time of arrival and departure from the location where they were required.
- (g) Failure of a delegate/consultative committee member to meet the above provisions will result in the employee concerned forfeiting the right to pay for the period of such absence.
- (h) Managers will not unreasonably withhold permission for delegates/consultative committee members to attend to bona fide matters or issues affecting the legitimate industrial interests of the members they are elected to represent. In the same spirit, accredited delegates/consultative committee members should observe the above procedures and recognise the need to balance their absence from the job on Union business/consultative committee business with the requirement for acceptable work performance.
- (i) Subject to the provisions of the Industrial Relations Act 1996 (NSW), the opportunity is open for Union officials, delegates or employee representatives (in the defined area so elected) to approach employees at work in respect to enrolment of Union membership.
- (j) For the purpose of this clause, "delegate/consultative committee member" will not include Committee of Management or Executive member or Regional Committee members of the Union or Consultative Committee equivalents.

- (k) Whilst it is recognised that Committee of Management, Executive members or their Consultative Committee member equivalents are not confined to the specific provisions contained herein it is understood that these provisions will have general application excluding the requirement of sub-clause (a) concerning the area of operation.
- (l) The application of the provisions contained herein will apply to members of Regional Committees of the union within their respective regions.
- (m) In exercising these rights delegates, Committee of Management, Executive members, Regional Committee members of the Union and consultative committee members and their equivalents will not harass or hinder Employer's employees or employees in the performance of their work.

56. Employees on Union and/Or Consultative Committee Business

- (a) Any:
 - (i) Accredited delegate of a Union respondent to this Award; or
 - (ii) Employee representative elected to a consultative committee; or
 - (iii) Employee elected to a union committee of management; or
 - (iv) Employee acting in any of the above capacities

who takes LWOP to attend to business for which they have been elected, will not lose any rights which would have otherwise accrued under clause 27 - Recreation Leave, and clause 29 - Long Service Leave, of this Award.

PART VII - SENIOR MANAGERS

57. Senior Managers

57.1 Application

- (a) This clause shall only apply to employees who, at the time this Award comes into force, are designated by the Employer as Senior Managers and who have their conditions of employment, contained within their individual contract in accordance with sub-clause 57.2 below.
- (b) This clause does not apply to Senior Managers designated by the Employer as Executive Members and whose remuneration is based on equivalents of SES levels applicable in the Public Service.

57.2 Terms and conditions

- (a) The transition arrangements provided under sub-clause 11.2 of this Award will not be taken as an intention to change any contracts of employment in effect at the time this Award comes into force or to renegotiate the contracts.
- (b) Contracts provide for adjustments to remuneration and the contract provision will continue to apply for those Senior Managers who elect to remain on contract. Adjustment in remuneration will have regard to the following:
 - (i) Clause 16 - Performance Management System, will apply. The ratings for those Senior Managers who choose to remain on contract would be taken into account when their remuneration is reviewed as set out in their contract.
 - (ii) Any review and re-evaluation of a Senior Manager's job in accordance with sub-clause 11.2(i) will be taken into account in accordance with the principles contained in sub-clause 11.2(ii).

- (c) Except as provided in this clause, this Award will only apply to Senior Managers for the following:
 - (i) Adoption Leave - clause 34;
 - (ii) Family & Community Service Leave - clause 32;
 - (iii) Health and Safety of Employees - clause 55;
 - (iv) Declared Incident Conditions - clause 25;
 - (v) Long Service Leave - clause 29;
 - (vi) Maternity Leave - clause 33;
 - (vii) Paternity Leave - clause 35;
 - (viii) Payment of Money Owing to the Employee in Case of Death - sub-clause 5.4;
 - (ix) Public Holidays - clause 26;
 - (x) Recreation Leave - clause 27;
 - (xi) Recreation Leave Loading - clause 28;
 - (xii) Sick Leave - clause 30; and
- (d) The pay and remaining conditions of employment for Senior Managers will be contained within their individual contracts.
- (e) The remuneration package for Senior Managers shall include provisions in relation to at least one of the following subject matters:
 - (i) Child care;
 - (ii) Mortgage;
 - (iii) Travel; and
 - (iv) Motor vehicle.

57.3 Alternate dispute resolution

- (a) In the instance where an employee has raised a grievance with the Chief Executive and it has not been possible to resolve the grievance, the employee or the Employer may approach for assistance a mutually acceptable independent mediator or the Industrial Relations Commission of NSW.
- (b) The following matters may be the subject of grievance mediation:
 - (i) The terms, assessment and the results of the performance agreement referred to in their contract of employment;
 - (ii) Allegations or concerns as to compliance with the covenants given by the employee in their contract of employment;
 - (iii) Matters of dispute arising from the application of the SCA Code of Conduct;

- (iv) Matters of dispute arising from the application of the SCA discipline policy, except in so far as it relates to the performance issues dealt with in the employee's contract of employment;
- (v) Any allegation or concern by the employee that he/she has been adversely treated in his/her employment, provided that this sub-clause shall not apply in the following circumstances:
 - (vi) Summary dismissal;
 - (vii) The failure to promote or the level of promotion;
 - (viii) Remuneration;
 - (ix) The non-renewal or terms of renewal of this agreement or its successor agreement.
- (c) The grievance mediator will not possess the authority to "veto" or "overturn" any decision of the Chief Executive.
- (d) The process to be adopted by the grievance mediator will essentially be one of conflict resolution and mediation.
- (e) The process will not be of an adversary nature and the parties will not be entitled to legal representation.
- (f) The grievance mediator may decline to consider a grievance or a matter.
- (g) An employee may nominate the employee's union or other advisers and may have support persons to assist him/her in the process, but the grievance mediator will determine who will be present and participate in the mediation consultations.
- (h) The grievance mediator, if he/she considers it appropriate, may seek the advice and assistance of any government department, authority, agency or person, including legal advisers, in order to resolve the grievance.
- (i) Nothing in this clause shall prevent the union or the Employer from referring any grievance referred to in sub-clauses (a) and (b) of this sub-clause to the Industrial Relations Commission of New South Wales.
- (j) Where the employee has invoked sub-clause (a) of this sub-clause and referred the grievance to the grievance mediator, the Employer will not take any action to terminate the employee's employment until the grievance mediator has delivered his/her decision.

57.4 Termination

- (a) Termination of employment will not be harsh, unjust or unreasonable.

PART VIII - CONSULTATION AND DISPUTE RESOLUTION

58. Consultative Procedures

58.1 Commitments - Proposals for change shall be consistent with the following commitments by the Employer:

- a) a commitment to direct appointment
- b) a commitment to the effective retention of skills within the SCA

- c) a commitment to retraining in order to maximize the redeployment of displaced staff within the business, and
- d) a commitment to creating career development opportunities for existing and future staff.

58.2 Proposal for change covered by this clause will include but not be limited to:

- a) Termination of employment
- b) Changes in the composition, operation or size of the SCA workforce
- c) Changes in the skills required
- d) The elimination or diminution of job opportunities, promotion opportunities or job tenure
- e) Management initiated changes to the defined hours of work or Overtime arrangements outside those allowed for under Clause 18 Hours of Work.
- f) The need for retraining or transfer of employees to other work or locations
- g) The restructuring of work areas or significant change to individual position descriptions
- h) The introduction of new Technology
- i) Any decision to contract out or outsource work performed by the SCA that could result in the loss of direct employment.

58.3 Principles

58.3.1 Consultation is defined as a process whereby all parties to the discussion genuinely commit to the exchange of relevant information, advice on any likely effects and consequences and all parties take the views of each other into account.

58.3.2 At the development stage and prior to a definite decision to introduce changes as outlined in 58.2, the SCA will advise unions in writing of proposed changes. This advice will be given at the stage in which change is being contemplated for the purpose of consulting with the employees and their union who may be affected by the proposed changes so that the views of all the affected parties can be taken into account.

58.3.3 The SCA and the unions shall take all necessary measures to minimise the adverse effects on employees of workplace changes, in particular the displacement of employees.

58.3.4 In developing proposals for significant change, including restructures, management will discuss with the employees affected and their union the broad principles involved in the proposal including, where available, efficiency gains, cost benefit analysis, rationale for required changes, expected changes to number and type of positions and the reasons for them.

58.3.5 In this process there will be full disclosure of supporting material including participation in the evaluation of positions within the restructure; how the restructure will contribute to the career opportunities for existing staff and proposed implementation schedule.

58.3.6 In developing proposals for significant change, SCA will consult with affected employees and their union(s) regarding staff placement policies (including direct appointment, priority assessment, merit selection, etc) and redeployment systems and opportunities.

58.4 Process

58.4.1 SCA will genuinely attempt to avoid the displacement of employees by ensuring a proper process of evaluation for each position.

- 58.4.2 Once a definite proposal is submitted to effected employees and their union(s), up to four weeks will be allowed for consultation between the SCA and the Unions. Once SCA makes a decision to structure and/ or make significant changes, they will enter into consultation with affected employees and their union(s). Consultation will continue throughout the process.
- 58.4.3 During a period of up to four (4) weeks from a Union receiving the employer's proposals, the employer will not implement the proposed changes unless otherwise agreed with the Unions(s).
- 58.4.4 When the proposed changes are not agreed, either party may enact the dispute resolution clause.
- 58.4.5 Where the proposed changes have been agreed, or the SCA has decided to proceed to implement them and the parties have been through the dispute resolution clause), regular communication and consultation with affected staff and their union(s) will continue to review and monitor the change with a view to providing a forum for continued discussion around unforeseen repercussions.
- 58.4.6 The SCA will allow sufficient paid time meetings for the unions to consult with affected employees.

59. Dispute Resolution Procedures

59.1 Objectives

- (a) The objective of these procedures is the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation and cooperation and negotiation.
- (b) Accordingly,
- (i) The SCA undertakes to provide relevant information and explanation and to consult with employees and employee representatives on matters covered by this Award; and
- (ii) Employees and their unions undertake to raise their concerns at an early stage and for providing as much information as possible to assist in an effective resolution.

59.2 Processes

- (a) All attempts should be made to prevent or settle matters at the level at which they are raised, wherever possible.
- (b) It is the responsibility of the parties to this Award to take reasonable and genuine internal steps to prevent or settle disputes by early and timely consultation and discussion. Where a matter covered by this Award arises, which is of concern to an employee the following procedure will apply. In each instance the steps taken will be aimed at achieving the early settlement of the particular matter in dispute:

- Step 1 In the first instance the employee(s) and/or their union representative and their immediate supervisor are to discuss the matter at the workplace level by no longer than five (5) working days;
- Step 2 If the matter is not resolved at the workplace level, further discussions involving the employee(s) and/or their union representative and the relevant General Manager are to be arranged within five (5) working days;
- Step 3 If the matter is not resolved at Step 2, further discussions involving the union and a nominated representative of the Employer are to be arranged within five (5) working days;

- Step 4 If a matter has not been resolved through these procedures, the matter may be notified to the Industrial Relations Commission of NSW by either party to the dispute. Matters may only be referred to the Industrial Relations Commission of NSW when all steps in these procedures have been exhausted.
- (c) Nothing in sub-clause (b) above precludes
- (i) The Union(s) and the Employer entering into direct negotiations on any matter, or
 - (ii) To seek the early involvement of human resources specialists from the Human Resources Section, or
 - (iii) Referring the matter to a mutually agreed third party for mediation at any stage, or
 - (iv) The matter being immediately handled under Step 3 if that will resolve the matter.
- (d) Without prejudice to either the Employer or the employees, the parties to this Award must ensure that work continues in accordance with existing custom and practice in the workplace while the procedures in sub-clause 59.2 are followed. Exceptions to this is where a bona fide occupational health and safety issue is involved employees will not be expected to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved. An employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same workplace or another workplace that is safe and appropriate for the employee to perform.
- (e) The above provisions will not apply in the case of a stop-work meeting called for purposes of report-back to a mass meeting of members to consider matters of a general nature, provided that the Union gives the Employer 72 hours notice (not including week ends and public holidays) of the meeting being called and provides a contact person to consider matters of life and limb.
- (f) Where a dispute is referred to the Industrial Relations Commission of NSW and the dispute would be assisted by the presence of a union representative(s), a union representative may be granted leave of absence with pay of up to twelve days in a two year period for attending proceedings in the IRC and reasonable time for preparation, provided that
- (i) The Union request the person(s) attendance in writing,
 - (ii) SCA operating requirements permit the grant of leave; and
 - (iii) Payment for the leave shall not include penalty payments or overtime.
- (g) Any leave approved under this provision shall count as service for all purposes.

SCHEDULE 1 - RATES OF PAY

Award Sub-clause 10(a)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Grade	Pay Point	4% First pay period on or after 1 Sept 04 \$	4% First pay period on or after 1 July 05 \$	4% First pay period on or after 1 July 06 \$	4 % First pay period on or after 1 July 07 \$
Grade 19	19.4	144,304	150,076	156,079	162,323
	19.3	141,474	147,133	153,019	159,139
	19.2	138,701	144,249	150,019	156,019
	19.1	135,981	141,420	147,077	152,960

Grade 18	18.4	133,314	138,647	144,193	149,961
	18.3	130,701	135,929	141,366	147,021
	18.2	128,138	133,264	138,594	144,138
	18.1	125,626	130,651	135,877	141,312
Grade 17	17.4	123,162	128,088	133,212	138,540
	17.3	120,747	125,577	130,600	135,824
	17.2	118,380	123,115	128,040	133,161
	17.1	116,059	120,701	125,529	130,550
Grade 16	16.4	113,783	118,335	123,068	127,991
	16.3	111,551	116,013	120,654	125,480
	16.2	109,364	113,739	118,288	123,020
	16.1	107,220	111,509	115,969	120,608
Grade 15	15.4	105,118	109,323	113,696	118,243
	15.3	103,057	107,179	111,466	115,925
	15.2	101,036	105,077	109,281	113,652
	15.1	99,055	103,017	107,138	111,423
Grade 14	14.4	97,112	100,997	105,036	109,238
	14.3	95,208	99,016	102,977	107,096
	14.2	93,341	97,075	100,958	104,996
	14.1	91,511	95,171	98,978	102,937
Grade 13	13.4	89,717	93,305	97,038	100,919
	13.3	87,957	91,475	95,134	98,940
	13.2	86,233	89,682	93,269	97,000
	13.1	84,542	87,923	91,440	95,098
Grade 12	12.4	82,884	86,199	89,647	93,233
	12.3	81,259	84,510	87,890	91,406
	12.2	79,666	82,853	86,167	89,614
	12.1	78,104	81,228	84,477	87,856
Grade 11	11.4	76,572	79,635	82,820	86,133
	11.3	75,070	78,073	81,196	84,444
	11.2	73,599	76,543	79,604	82,789
	11.1	72,155	75,041	78,043	81,165
Grade 10	10.4	70,741	73,570	76,513	79,574
	10.3	69,353	72,128	75,013	78,013
	10.2	67,994	70,714	73,542	76,484
	10.1	66,661	69,327	72,100	74,984
Grade 9	9.4	65,354	67,968	70,686	73,514
	9.3	64,072	66,635	69,301	72,073
	9.2	62,816	65,329	67,942	70,659
	9.1	61,584	64,047	66,609	69,273
Grade 8	8.4	60,376	62,791	65,303	67,915
	8.3	59,193	61,560	64,023	66,584
	8.2	58,032	60,353	62,767	65,278
	8.1	56,894	59,170	61,537	63,998
Grade 7	7.4	55,778	58,009	60,330	62,743
	7.3	54,685	56,873	59,148	61,514
	7.2	53,613	55,758	57,988	60,307
	7.1	52,562	54,664	56,851	59,125
Grade 6	6.4	51,531	53,592	55,736	57,965
	6.3	0,520	52,541	54,643	56,828
	6.2	49,530	51,511	53,572	55,715
	6.1	48,559	50,501	52,521	54,622
Grade 5	5.4	47,607	49,511	51,492	53,551
	5.3	46,673	48,540	50,482	52,501
	5.2	45,758	47,588	49,492	51,471
	5.1	44,861	46,656	48,522	50,463

Grade 4	4.4	43,982	45,741	47,570	49,473
	4.3	43,119	44,844	46,638	48,504
	4.2	42,274	43,965	45,723	47,552
	4.1	41,445	43,103	44,827	46,620
Grade 3	3.4	40,632	42,257	43,947	45,705
	3.3	39,835	41,429	43,086	44,809
	3.2	39,054	40,616	42,241	43,931
	3.1	38,289	39,820	41,413	43,070
Grade 2	2.4	37,538	39,039	40,601	42,225
	2.3	36,801	38,273	39,804	41,397
	2.2	36,080	37,523	39,024	40,585
	2.1	35,372	36,787	38,259	39,789
Grade 1	1.10	34,679	36,066	37,509	39,009
	1.9	33,999	35,359	36,773	38,244
	1.8	33,332	34,665	36,052	37,494
	1.7	32,679	33,986	35,345	36,759
	1.6	32,038	33,320	34,653	36,039
	1.5	31,410	32,666	33,973	35,332
	1.4	30,794	32,026	33,307	34,640
	1.3	30,190	31,398	32,654	33,960
	1.2	29,598	30,782	32,014	33,294
	1.1	29,018	30,179	31,386	32,641

SCHEDULE 2 - SUMMARY - ALLOWANCES

The amount of the following allowances will be adjusted in accordance with general adjustments to pay under sub-clause 10(a) - Rates of Pay:

Clause No.	Allowance	Amount as at date of coming into operation
43.	Fire Fighting	\$1.35per hour
45.	First Aid	\$20.80per fortnight
46.	Community Language Base Level Rate Higher Level Rate	\$844.50pa \$1266.70pa

The following allowances will be adjusted in accordance with the mechanism specified:

Clause No.	Allowance	Variation date	Variation methodology
41.	Travel Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amounts.
42.	Overtime Meal Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amount for Meal 3.
44.	Camping Allowance	1 July each year	Varied in line with CPI adjustments for Sydney.
50.	Use of Private Motor Vehicle	1 July each year	Varied in line with annual ATO ruling for reasonable allowance.

R. P. BOLAND J.

**IPLEX PIPELINES AUSTRALIA PTY LIMITED (HOBAS PLANT)
ENTERPRISE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4881 of 2005)

Before Commissioner Tabbaa

29 September 2005

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Terms of Employment
2.	Anti-Discrimination
3.	Consultation
4.	Classifications
5.	Hours
6.	Operation of 38-Hour Week
7.	Wages and Allowances
8.	Shift Work Allowance for Shift Workers
9.	Overtime
10.	Sunday Work
11.	Meal Times and Meal Allowance
12.	Holidays
13.	Annual Leave
14.	Payment of Wages
15.	General Conditions
16.	Sick Leave
17.	Personal/Carer's Leave
18.	Rostered Day Off
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20.	Technological Change
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31.	Improvements During the Life of This Agreement
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33.	Stand Down Procedure
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35.	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Wage Rate

Table 2 - Others Rates and Allowances

Appendix A - Iplex Performance Payments System - Conditions

1. Terms of Employment

(i) Iplex has a commitment towards employing a workforce of full time permanent team members supplemented by part-time, fixed term contract and casual team members, all established through the payroll, in order to meet operational requirements.

(ii) Employment Practices

Recruitment procedures aim to ensure that selection for employment is based solely on merit, using fair and structured procedures and processes. These include:

Completing an "Application for Employment" form.

Assessing applicants' skills and ability to perform the requirements of the job.

Confirming previous employment history.

Assessing health to ensure applicant is suited to the job.

(iii) Probationary Employment

A team member (other than a casual) recruited by Iplex shall be employed on a maximum of eight weeks probation. During the probationary period the team member will be required to successfully complete the Orientation Program. Following successful completion of the probationary period, team members will be confirmed as permanent, from the date of commencement of the probation period. Those who are not made permanent will have their probation employment terminated without eligibility to redundancy payments.

(iv) Full Time Team Members

(a) Full time team members are engaged and paid on a weekly basis and work an average of 38 hours per week

(b) Either party may terminate employment of a weekly employee by giving one week's notice in writing or making payment in lieu of notice. In cases of misconduct, an employee may be dismissed without notice.

(c) Employees who fail to report for work without having given any reason for doing so, and fail to contact the company to advise the likely return to work, Iplex will consider that such employee has abandoned employment, and will take appropriate action.

(d) In the event an employee terminate his/her employment, all company equipment is to be returned, and staff account paid before final payment can be calculated.

(v) Fixed Term Team Members

Iplex may have the need to engage fixed term team members to meet customer requirements for seasonal work, special projects or events and known prolonged absences by full time team members.

Iplex may employ persons for these purposes for a mutually agreed period or project of a minimum of 2 months and a maximum of 12 months. Such team members are entitled to pro rata remuneration and conditions as provided in this Agreement based on the equivalent full time or part time position. At the conclusion of the employment period or project, the team members will be paid any outstanding entitlement but are not entitled to any redundancy payment. Fixed term team members shall be offered

permanent employment at the conclusion of the employment period subject only to the availability of such employment.

(vi) Permanent Part Time Team Members

- (a) Persons available to work on a regular basis, less than 38 hours per week, but not less than 15 hours per week, may be engaged as part time team members. Each daily engagement shall not be less than 4 hours. Any hours to be worked between 30 and 38 hours per week shall be subject to Agreement between the team member and Iplex.
- (b) Permanent part time team members are entitled to pro rata remuneration and conditions (for hours worked), based on the equivalent full time position.
- (c) A full-time team member who wishes to convert to part-time employment shall be permitted to do so if Iplex agrees and subject to the conditions in this clause. If such a team member transfers from full-time to part-time employment all accrued Agreement conditions and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment in this Agreement.

(vii) Casual Team Members

Casual employee shall mean an employee engaged as such for a period of less than three months, with a further three-month extension being negotiated if plant loading requires. The level of casual labour, permanent part time or fixed term team members shall not exceed 40 per cent of the plant's manufacturing workforce. It can, however, be increased by agreement with the Union. The employment of a casual employee may be terminated by one hour's notice. Casual Team members will be offered permanent position on priority if vacancy arises.

(viii) Contractors

This Agreement does not apply to contractors. Contractors are defined as external organisations, persons or agency/temporary staff (not established on the Iplex payroll) who are contracted to provide specialist or specific contracting services to the business. Contractual arrangements of this nature usually have a short-term commercial viability and are not normally long-term arrangements.

Use of contractors will only occur where utilisation of on-site team members cannot deliver the same productive and cost efficient service arrangements and where the requirements of the business cannot be met by permanent team members working overtime or, if permanent team members are not available to work overtime, by casual team members working overtime.

- (ix) Deductions may be made from an employee's wages for time absent unless sanctioned by this award or permitted by the Company.
- (x) In the event the work of the factory being stopped by a breakdown of machinery or any other stoppage beyond the control of management, all weekly employees who present themselves for work shall be found work for that day or shall be paid one day's wages in lieu thereof. The Company may, when such breakdown or stoppages occur, give notice to the employees that their services shall not be required on the following day. The employees shall not be entitled to any further payment in respect of any further days on which they are out of employment by reason of such breakdown or stoppage. The employees, whenever possible, shall consider using their accumulated RDO's/Annual Leave on any further breakdown or stoppages that are beyond the control of the management.
- (xi) For the purpose of calculating service or continuity of employment in respect of long service leave, annual leave and/or sick leave payments under this award, any break of employment occasioned by the operation of subclause (x) of this clause shall be disregarded.

- (xii) Statement of Service - Upon request by an employee, the Company shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed.
- (xiii) The Company may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training.
- (xiv) Employees will continue to co-operate with management in implementing various business improvements in accordance with continued safe work practices. This includes flexibility in work practices, housekeeping in both immediate work areas and the factory in general, adherence to procedures and waste minimization programs.

2. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the award which, by its terms or operations, has direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1997, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the Anti-discrimination Act 1997;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
 - (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

3. Consultation

- (i) A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise shall be established for consultation on matters affecting the efficiency and productivity of the enterprise.

- (ii) It is agreed that the Consultative Committee will remain in place after the date of effect of this award, to provide an ongoing communication forum within the organisation.
- (iii) The committee is committed to continually improving our operation through the ongoing implementation of the Continuous Improvement (CI) concept.
- (iv) The committee agrees to monitor the CI groups results to establish benchmarks in the following areas, while allowing for performance measurement and the quantification of results as a basis for further quality and efficiency improvements:

Total Rejects.

In-Line Inspection.

Distribution and Packaging.

This statement should in no way be interpreted or used to limit the development of future CI projects.

During the term of this award the committee will maintain the current commitment to developing CI projects to resolve productivity problems identified by employees during the process analysis carried out by the Consultative Committee.

- (v) In addition to the above, all parties to the Award are committed to achieving productivity and quality improvements during the life of the Award. These will be achieved through a variety of consultative processes, education, and training programs. Future Awards made between the parties will be reflective of the site achievements through the efforts of all concerned.

4. Classification and Employment Arrangements

Employees will be paid at the highest classification for which they are skilled and accredited to perform.

5. Hours

- (i) Day Workers - The ordinary hours of labour, inclusive of meal times, shall be an average 38 per week over a full roster cycle and shall not exceed eight hours per day, Monday to Friday, inclusive, between the hours of 6.00am and 6.00pm.
- (ii) Shift Workers -
 - (a) The ordinary working hours of employees working on either a two-shift or three-shift roster system shall be an average of 38 per week over a full roster cycle; in each case the shifts shall be worked by rotation or fixed shifts not exceeding eight hours each.
 - (b) A 15-minute compulsory shift changeover shall be worked prior to the shift starting time. Payment for the shift changeover is to be paid at the appropriate penalty rate.
 - (c) A shift shall be known and shall be regarded as being wholly within the day upon which it commences even though part of such shift may carry over into the following day. Provided that, at the request of the employees concerned, the method of working shifts is changed so as to provide for a commencement of the weekly shifts at or before midnight on a Sunday, only the time worked before midnight shall be paid at the rate of double time; provided further, that all ordinary time worked on a shift, the greater part of which falls on a Saturday, shall be paid for at the rate of time and one-half.
- (iii) An employee who has completed a period of work, including overtime, shall not recommence duty before at least nine and three-quarter hours have elapsed.

The provisions of this paragraph shall apply as if seven and three-quarter hours were substituted for nine and three-quarter hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
 - (b) where a shift worker does not report for duty; or
 - (c) where a shift is worked by arrangement between the employees themselves.
- (iv) The starting and finishing times of all employees when once fixed shall not be altered without seven days' notice to the employees concerned; provided that, by mutual agreement between the Company and the Union and/or the Union Delegate, the starting and finishing times may be altered without such notice being given.
- (v) The parties are committed to discuss the implementation of continuous seven-day operation should business needs demand it. The parties acknowledge this will include the modification of terms of this award inconsistent with a seven-day operation.
- (vi) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and work those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which an employee takes time off ordinary hours and work those hours at a later time), at the shift worker rate which would have been applicable to the hours taken off.
- (vii) Working Off Site
- (a) Iplex, by agreement with the Union and the Team member/s, may from time to time request a Permanent Team Member/s to work in sites other than Hobas plant, ie, away from Sydney Metropolitan district. This is regarded as working off site.
 - (b) Iplex, will pay for all of the travelling, meals & accommodation expenses which incurred for such a duration.
 - (c) Team member/s who agreed to such duties shall be paid per day, the amount of wage that would have been received in respect of the ordinary time plus any allowances that would have been worked had the employee not been off site. The current overtime policy will apply after the normal 8 working hours per day.
 - (d) Iplex will pay the Team Member/s involved for the total travel time on weekdays at the normal current pay rate and total travel time on weekends at the appropriate overtime rate. Current overtime policy will apply to any hours worked on the top of the travel time.
 - (e) Team Member/s who agreed to such duties shall be entitled to 4 hours time in lieu for every full working day worked out of the Hobas site.

6. Operation of 38-Hour Week

- (i) The ordinary hours of work shall be an average of 38 hours per week as provided in clause 5, Hours.
- (ii) Circumstances may arise where roster cycles of varying lengths will apply to various groups or sections of employees in the plant or establishment concerned.

7. Wages and Allowances

- (i) Subject to the other provisions of this award, the minimum rate of pay for employees shall be the rate prescribed for the classification or class of work performed by such employee as set out in Table 1 - Wage Rates of Part B, Monetary Rates.
- (ii) Casual employees shall be paid at the rate fixed for the class of work they are called upon to do, plus 20 per cent.
- (iii) Any employee appointed to act as a first-aid attendant in addition to normal duties shall be paid an additional allowance per day or shift as set out in Item 1 of Table 2 - Other Rates and Allowances.
- (iv) Group Leader
 - (a) Group Leader shall mean an employee appointed as such whom, in addition to performing his/her normal work, has a specific responsibility for supervising the work of other employees.
 - (b) A Group Leader shall be paid not less than the highest rate of employees supervised and shall be paid the wage as set out in Classification 5 of the said Table 1.
- (v) Acting Team Leader - 2IC
 - (a) An Acting Team Leader shall mean an employee appointed on a shift basis to assume the basic responsibilities of a Team Leader as determined from time to time. The parties agreed that the definitions of "Team Leader" and "Acting Team Leader" will be subject to review at Consultative Committee level. Provided that any wage levels agreed for the aforementioned classifications shall be subsequently reflected in the Award.
 - (b) The committee agrees that, under the circumstances where the permanent Team Leader is not present and a replacement is not practical, the nominated employee will fill the position of Acting Team Leader. This will allow for the efficient use of the plant at all times while developing career paths.
 - (c) Acting Team Leader rate is an allowance as set out in Item 3 of the said Table 2. It shall be paid in addition to the Group Leader rate if applicable.
- (vi) Use of own vehicle - an employee required by the company to use their own vehicle on company business shall receive an allowance as set out in Item 8 of the table 2 of part B, monetary rates.

8. Shift Work Allowance

Adult shift workers whilst on afternoon shift shall be paid an allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Adult shift workers whilst on night shift shall be paid an allowance as set out in Item 5 of the said Table 2.

9. Overtime

- (i)
 - (a) All time worked in excess of the hours mentioned in clause 5, Hours, or outside the starting and finishing times prescribed therein shall be paid for the rate of time and one-half for the first two hours and double time for hours worked thereafter.
 - (b) For Day workers to work from midnight and 6.00 am they shall be paid at the rate of double time for all time worked during the said period.
- (ii) An employee required to work overtime on Saturday and/or Sunday or on holidays, except in the case of breakdown, shall be given, where possible, at least three days' notice that they will be required to work.

- (iii) All overtime on a Saturday shall be paid for at overtime rates with a minimum payment of four hours at such rate, provided that such minimum payment shall not apply to overtime worked as a continuation of ordinary hours on a Friday.
- (iv) Full time employees shall be offered a minimum of 4 hours per week overtime prior to the utilisation of casuals and/or contractors.
- (v) Notwithstanding subclause (ii), all employee required to work overtime shall be given a minimum of 2 hours notice prior to the overtime requested.
- (vi) If an employee is informed of the requirement to work, the employee concerned shall be paid at the appropriate overtime rate for a minimum period of two hours.
- (vii) If an employee is required to work overtime or an additional unrostered shift and finishes at a time where transport is not reasonably available, the employer shall provide that employee with transport to the nearest public transport or to his/her home, whichever is more feasible to the employee.
- (viii) Any such employee, referred to in sub-clause (vii) will need to reasonably demonstrate any such circumstances that prevent them from exacting personal transportation.

10. Sunday Work

All overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of four hours at such rate.

11. Meal Times and Meal Allowance

- (i) Day workers shall be allowed not less than thirty minutes for a meal between 12 noon and 1.30pm.
- (ii) Shift workers shall be allowed twenty minutes for a paid meal break and 10 minutes for a paid tea break. Breaks shall be taken at times agreed between the employee and the Team Leader so as to minimise production interruptions.
- (iii) An employee required to work overtime one hour or more after the usual ceasing times shall be paid the rate prescribed in Item 6 of Table 2 - Other Rates and Allowances (Second Instalment), of Part B, Monetary Rates, for the first meal and again for a second meal if more than a further four hours overtime is worked. An employee shall be paid meal money if they works three or more hours overtime prior to normal starting time. Should an employee be notified of the intention of work overtime and then not be called upon to do so, that employee shall be paid the meal money rate prescribed by the said Item 6.
- (iv) A paid break of thirty minutes duration shall be allowed for each four hours of overtime worked if the employee continues to work after such break. Provided that if an employee is required to work four hours overtime immediately following the completion of a normal day's work they shall be allowed a meal break within two hours of the commencement of such overtime.

12. Holidays

The days upon which the holidays mentioned below are observed shall be holidays and shall be allowed without loss of pay, viz.:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with any special holiday declared in the Sydney Metropolitan area, and the Picnic Day of the Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, New South Wales Branch, which shall be agreed upon to meet the requirements of the business.

All time worked on public holidays shall be paid at double time and one-half with a minimum payment of four hours at such rate.

13. Annual Leave

- (i) See Annual Holidays Act 1944.
- (ii) An annual leave loading of 20 per cent of the ordinary-time classification rate shall be paid where an employee proceeds on annual leave.

14. Payment of Wages

- (i) Wages shall be paid weekly on a day fixed by the Company other than a Saturday, Sunday or holiday. All wages shall be paid by electronic funds transfer.
- (ii) Termination payments may be made by electronic funds transfer, cheque or cash, at the discretion of the Company.

15. General Conditions

All permanent employees shall be provided with all necessary protective clothing, footwear and safety accessories by the Company. Such clothing and equipment shall be cleaned, maintained, serviced and replaced by the Company. Use of mandatory items is a condition of employment.

16. Sick Leave

- (i) A permanent employee with not less than three months service shall be paid sick leave if unable to attend work for reason for personal illness or injury (excepting illness or injury for which there is an entitlement to workers' compensation) and notifies and provides satisfactory evidence that the absence was due to personal ill-health.
- (ii) A permanent employee shall be able to claim one day per calendar year Sick Leave without a Doctor's Certificate.
- (iii) An employee shall not be entitled during his/her first year of service with the employer to leave in excess of five days' working time.
- (iv) An employee shall not be entitled during the second and subsequent years with the employer to leave in excess of ten days' working time.
- (v) There shall be unlimited accumulation of untaken sick leave.

17. Personal/Carer's Leave

1. Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 16.1, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and

- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative, or affinity of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
2. Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section (ii) of subparagraph (c) of paragraph 1 who is ill.
3. Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in subparagraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
4. Time Off In Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employee within twelve (12) months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be paid at the ordinary time rate, that is an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with subparagraph 4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be paid at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with subparagraph 4(a), the employee shall be paid overtime rates in accordance with the award.

5. Make-Up Time

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

18. Rostered Day Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) Only one team member will be absent on a Rostered Day Off on any day. Accrual of RDOs will be made available up to 5 days.
- (e) Under special circumstances, an employee may elect, with the consent of the employer, to take a rostered day off at any time. Whenever possible, five working days notice should be given.

19. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) 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 in Clause 17, subparagraph (c)(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) 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.
- (v) Bereavement leave may be taken in conjunction with other leave available under Clause 16.2 Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20. Technological Change

Notwithstanding the provisions of subclauses (i) and (ii) of Clause 1, Terms of Employment, where, on account of the introduction of proposed introduction by the Company of mechanisation or technological changes in the industry in which they are engaged, the Company terminates the employment of an employee who has been

employed by the Company for the preceding 12 months, the employee shall be given three months notice of the termination of his/her employment. Provided that, if the Company fails to give such notice in full:

- (i) the employee shall be paid at the rate specified for the employee's ordinary classification in clause 7, Wages, for a period equal to the difference between three months and the period of notice given, and
- (ii) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the Company summarily to dismiss an employee for misconduct shall not be prejudiced by the fact that the employee has been give notice pursuant to this subclause of the termination of his/her employment.

When the Company gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanisation or technological changes, within 14 days thereafter they shall give notification in writing to the Secretary of the Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, New South Wales Branch, of that fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

21. Redundancy

- (i) In the event the Company makes an employee redundant, the employee shall be entitled to receive 4 weeks pay in lieu of notice and 4 weeks pay for each year of service and part thereafter. Employees with fewer than one-year service will receive a minimum of 4 weeks severance pay. Prior to any such decision being taken, the Company shall consult with the employees and their Union.
- (ii) Permanent employees 50 years of age and older shall be entitled to an extra week's pay on top of the 4 weeks severance pay for every year of service.
- (iii) In addition all such affected employees shall be entitled to the nominated benefits as detailed:
 - (a) Annual Leave: Accrued entitlement will be paid out (including pro-rata loading).
 - (b) Long Service Leave: Pro-rata will be paid out after 1-year of service.
 - (c) Superannuation: Paid in accordance with the Trust Deed of the Fund.
 - (d) RDO: Accrued entitlement will be paid out.
 - (e) Shift Worker: Redundant permanent employees who work shift work will receive an additional \$288.75 (plus any pay increase in the life of this award) severance payment for each year of service. Provided that any pro-rata of service will count as one completed year of service for the purpose of calculating the entitlement.

Employee Assistance:

Outplacement will be made available via an agreed provider.

Consideration for vacancies at other Iplex/Crane sites.

22. Long Service Leave

See Long Service Leave Act 1955.

23. Attendance at Repatriation Centres

Employees, being ex-service personnel, shall be allowed, as time worked, lost time incurred whilst attending repatriation centres of medical examination and/or treatment. Provided that -

- (i) Such lost time does not exceed eight hours on each occasion.
- (ii) Payment shall be limited to the difference between ordinary wages rates for time lost and any payment received from the Repatriation Department as a result of each such visit.
- (iii) The provisions of this clause will apply to a maximum of four such attendances in any one year of service with an employer.
- (iv) The employee produces evidence satisfactory to the Company that they are required to, and subsequently does, attend a repatriation centre.

24. Attendance Blood Bank

- (i) Normal Blood Donor - for every quarter the Donor is entitled to have time pay to attend such an occasion, but shall not exceed 8 hours on each time.
- (ii) Special Donor - the Donor is entitled to have time pay to attend such an occasion on each month, but shall not exceed 8 hours on each time.

25. Application of State Wage Cases

There will be no extra claims during the life of this award, except when a decision varying wages and other award provisions is handed down by the Industrial Relations Commission of New South Wales flowing from a decision of the Australian Industrial Relations Commission in a National Wage Case which is of general application.

26. Accident Pay

Employees absent from work and in receipt of workers' compensation shall be paid by the Company, in addition to any workers' compensation they will receive in accordance with the Workers' Compensation Act 1987 or other relevant legislation, a subsidy of an amount to increase the workers' compensation payment received to the worker's weekly wage for a maximum period of 26 weeks.

27. Income Protection

The Company will provide Income Protection insurance for a maximum period of 26 weeks. During the first 2 weeks, the employees will not receive their Income Protection, but may utilise their sick leave, annual leave or accrued Rostered Days Off.

28. Jury Service

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company 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 that would have been received in respect of the ordinary time plus any allowances that would have been worked had the employee not been on jury service.
- (ii) An employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

29. Settlement of Disputes

Objective - To promote the resolution of disputes by measures based on consultation, co-ordination and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and consequential loss of production wages.

Group Rules -

- (1) There shall be commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (2) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (3) Sensible times shall be allowed for the completion of the various stages of the discussions.
- (4) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- (5) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other banks or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (6) The Company shall ensure that all practices applied during the operation of the procedures are in accordance with safe working practices and consistent with established custom and practice at the workplace.

Procedure -

- (1) An employee or group of employees who wish to raise any matter in which they are directly concerned will, in the first instance, discuss it with the appropriate Team Leader/Shift Manager.
- (2) If unresolved, the employee/s have the right to approach the next appropriate level of management.
- (3) If the employee/s are then not satisfied, they may consult the union delegate.
- (4) If the matter is still unresolved, the employee, Union or Team Leader/Shift Manager will report the matter to the appropriate Manager who, if they cannot resolve it, will discuss the matter with the appropriate union delegate and the employee's concerned.
- (5) If the matter cannot be settled in the manner outlined above, the union delegate may report the matter to the appropriate union official. The union official may then make formal representation to the Production Manager.
- (6) If the above fails, the matter will be referred to the Industrial Relations Commission of New South Wales.

30. Performance Payments System

To encourage performance improvements and allow employees to benefit from improvements to which they contribute, a performance payments system will operate from the commencement of this award. KPI's (Key Performance Indicators) will be discussed and agreed by the parties such that benchmarks are set for the calculation of the Performance Bonus. The mechanism of calculating these KPI's will be fully explained before they are implemented. After the implementation, these KPI's will be reviewed after six months. The objective is to make sure the targets of these KPI's are achievable.

If these KPI's are achieved in each quarter, a bonus of 1% of the operator's quarter base pay will be paid as a lump sum. The details of these KPI's and benchmarks are defined in Appendix A.

31. Improvements During the Life of This Agreement

All parties are committed to achieving productivity and quality improvements during the life of the Enterprise Award. The parties are committed to this process for future negotiations concerning the Iplex site.

Finally, the parties to this Award recognise that should additional training be needed and additional skills result the current classification structure and rates of pay will need to be reviewed. In such circumstances the Union reserves the right to pursue these issues with the Company at the appropriate time.

The Company, its Directors, its Managers and/or its Representatives agree that it will not introduce or attempt to introduce Australian Workplace Agreements for employees bound by this Agreement during the course of this Agreement, or upon its expiration, if negotiations have commenced for the purpose of renewing and/or continuing this Agreement.

32. Exclusion of This Agreement

To the extent that this Award is silent the Plastic Moulding, &c. (State) Award published 2 November 2001 (329 I.G. 83) as varied shall apply.

33. Stand Down Procedure

- (i) When business demand declines, the employer may require the employee to stand down for a period of 2 full weeks, and a maximum of 4 full weeks without pay. This provision may only be used once per calendar year and written prior notice must be given to any such employee.
- (ii) When business demand declines, the employer is to provide one weeks notice, for an employee to take their annual leave. Notwithstanding the above, the employer will in the first instance require the employee to take their accumulated Rostered Day Off (RDO) first.
- (iii) The maximum time period for the taking of annual leave in relation to subclause (ii) above will be one full week in each calendar year and with a maximum of 2 occasions per calendar year.
- (iv) The employer may require the employee to take accumulated RDO's when business demand declines. Such RDOs will be a maximum of 5 days on any one occasion.
- (v) Notwithstanding subclause (iv), a team member may elect to take further accumulated RDO's before accessing their accrued annual leave. Should the team member not have accumulated RDO's, as prescribed in subclause (iv), the team member may elect to take up to 5 RDO's in advance.
- (vi) Subclause (i) will only be implemented after subclauses (ii) to (v) have been exhausted.

34. Union Affairs

(1) Right of Representation and Entry

IPLEX recognises the right of the LHMU to represent all employees covered by this agreement and will continue to provide right of entry to the LHMU in accordance to the Act, for the purpose of conducting official union business that pertains to the relationship between the employer and employees.

The LHMU will have unrestricted access to site Delegates, Co-delegates, Representatives and all Workers during work hours and will seek to actively minimise disruption to work by holding discussions with individual members in accordance to the Industrial Relations Act 1996 (NSW).

The LHMU will give notice of its intention to visit the site in accordance with the Industrial Relations Act 1996 (NSW).

The LHMU will report to the manager or their representative upon entry to the site, and comply with all OHS requirements.

(2) Delegate Training & Development

The Company will unconditionally release on full pay the elected Delegates and Co-delegates for a total of 9 days per year for Union approved training and development.

The Union will, where possible, provide the Company with at least four weeks notice of its intention to conduct such training and development and the names of the Delegates and/or Co-delegates that are to undertake such training & development.

The Union will notify the Company, in writing of the attendance record of the stipulated Delegates and/or Co-delegates during the training and development period.

(3) Deduction & Remittance of Union Membership Fees

- (i) 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).
- (ii) 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.
- (iii) 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 subscription to employees' membership accounts.
- (iv) 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.
- (v) 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 or monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who 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. Area, Incidence and Duration

This Award shall apply to all employees of the classes mentioned herein, employed by Iplex Pipelines Australia Pty. Limited at its plant in 1 Devon Street, Rosehill, engaged in the production of centrifugally cast, resin-bonded, fibre-reinforced pipes.

This award rescinds and replaces the Iplex Pipelines Australia Pty Limited (Hobas Plant) Enterprise (State) Award published 24 October 2003 (341 I.G. 803).

This award shall take effect from the beginning of the first full pay period on or after 29 September 2005 and shall remain in force until 11 December 2006.

The parties to this award:

- (i) Iplex Pipelines Australia Pty. Limited (Hobas Plant) at its plant in Devon Street Rosehill.
- (ii) Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.

PART B

MONETARY RATES

Table 1- Wage Rates

Classification		Former Rate of pay Per week	Rate of pay per week (from first pay period commencing on or after 12 Dec 2004)	Rate of pay per week (from first pay period commencing on or after 12 Dec2005)
		\$	\$	\$
1	Dispatch Hand	614.01	638.57	664.11
2	Pipe Finishing hand	614.01	638.57	664.11
3	Coupling Winder Operator	627.69	652.80	678.91
4	Pipe Feeder Operator w/Stamp	661.24	687.69	715.20
5	Group Leader	695.08	722.88	751.80
6	Process Technician Grade 1	738.59	768.13	798.86
7	Process Technician Grade 2	768.70	799.45	831.43
8	Process Technician Grade 3	829.11	862.27	896.77

Table 2- Other Rates and Allowances

Description	Former Allowance Rates	Allowance rate (from first pay period commencing on or after 12 Dec 2004)	Allowance rate (from first pay period commencing on or after 12 Dec2005)
	\$	\$	\$
Item 1 - First aid (per week)	20.42	21.24	22.09
Item 2 - Group leader (per week)	33.78	35.13	36.54
Item 3 - 2IC (per shift)	25.05	35.00	36.40
Item 4 - Afternoon shift (per shift)	21.87	22.74	23.65
Item 5 - Night shift (per shift)	37.55	39.05	40.61
Item 6 - Meal Money (per meal)	7.87	8.18	8.51
Item 7 - Stamp (per week)	27.91	29.03	30.19

APPENDIX A

Iplex Performance Payments System - Conditions

1. The aim of the performance payments systems is to encourage performance improvements and allow employees to benefit from improvements to which they contribute. Payments will be made in accordance with the attached Iplex Performance Payments' matrix attached. Provided that payments to employees arising from this system shall not be paid in circumstances of any strike or bans imposed by employees.

The following KPI's are agreed :

- (a) A20 Feeder Output - We will measure the number of pipes output from the A20 Feeder by making use of the computer model which has been demonstrated to & agreed by all of the Feeder Operators.
 - (b) Scrap Rate - It is to be reduced from the current average of 10.5% by 10% to 9.45%. The Scrap rate is a measure of cut back of pipes and scrap pipes. Pipes due to QA tests and downgraded pipes are not included in the calculation.
 - (c) Lost Time Injury (LTI) - We try to aim for no LTI for each quarter. If we have 1-2 days of LTI the bonus will be halved and if the LTI is greater than 2 days, no Bonus will be paid.
2. Employees entitled to performance payments are all weekly paid employees covered by this Award (this includes casual employees).

Any employee who has more than 5 days leave without pay in a month will not have an entitlement to a performance payment.

New employees must be employed for a full calendar month in order to have an entitlement to a payment.

Everyone receives the same payment regardless of their position, any paid absences, skill levels, etc.

3. Pro-rata payments will be made only in cases of raw material unavailability.
4. Payments (for improvements achieved) will be paid during the following month.
5. The Consultative Committee will review the operation of the performance payments system at 3 monthly intervals or more often if there is a clear need for amendment.
6. The parties agree technology changes in the Iplex operation will require review of the Performance Payments System. Any alteration made as a result of technology changes would have the intent of maintaining the status quo.

I. TABBAA, Commissioner.

(1001)

SERIAL C4227

AUSTRALIAN JOCKEY CLUB TRACK MAINTENANCE AND ANCILLARY STAFF AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, industrial organisation of employers.

(No. IRC 4637 of 2005)

Before The Honourable Justice Schmidt

15 September 2005

AWARD

PART A

1. Title

This consent award shall be referred to as the Australian Jockey Club Track Maintenance and Ancillary Staff Award 2005.

2. Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties to the Award
4.	Statement of Intent
5.	Anti Discrimination
6.	Contract of Employment
7.	Classification Structure
8.	No Extra Claims
9.	No Reduction in Standards
10.	Labour Flexibility, Skills Utilisation, Training and Development
11.	Annual Leave
12.	Annual Leave Loading
13.	Personal Carer's Leave
14.	Sick Leave
15.	Long Service Leave
16.	Bereavement Leave
17.	Redundancy
18.	Payment of Wages
19.	Mixed Functions
20.	Working in the Rain
21.	Meal and Change Rooms
22.	Night Racing
23.	First-aid
24.	Tools
25.	Occupational, Health & Safety
26.	Reasonable Overtime
27.	Protective Equipment
28.	Recalled to Work
29.	Jury Service

30. Disputes Procedure
31. Consultative Procedure
32. Area, Incidence and Duration

PART B - ROYAL RANDWICK RACECOURSE

33. Hours of Work and Rosters
34. Overtime and Sundays
35. Public Holidays
36. Day in Lieu Procedure
37. Royal Randwick Monetary Rates

PART C - WARWICK FARM RACECOURSE

38. Hours of Work
39. Rostered Day Off Banking
40. Overtime
41. Public Holidays
42. Warwick Farm Monetary Rates

3. Parties to the Award

The parties to this award are:

The Australian Jockey Club (AJC)

The Australian Workers Union, New South Wales (AWU) and its members employed in the occupations detailed in clause 7, Classification Structure.

4. Statement of Intent

- 4.1 This Award has been designed to facilitate the smooth establishment and ongoing organisational development of the AJC at Royal Randwick and Warwick Farm Racecourse.
- 4.2 The parties are committed through this Award to supporting and maintaining the AJC's vision as Australia's premier thoroughbred racing organisation.

The parties are committed to:

- (a) Efficiencies and productivity being constantly reviewed and improved and thereby allowing the AJC to compete against other racing, gaming and wagering organisations on a cost-effective basis.
- (b) The creation and maintenance of a harmonious employee relations environment which is typified by consultation and participation which supports the AJC's vision.
- (c) The provision of a framework within which the AJC can generate interesting and fulfilling work and develop systems which allow employees to reach their full potential while simultaneously maximising the efficiency and productivity of the AJC.
- (d) The creation of a co-operative working environment, where quality and pride of working for the AJC are fostered and that any issues of demarcation are eliminated.

5. Anti-Discrimination

- 5.1 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 (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 5.2 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.
- 5.3 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.
- 5.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

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

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

6. Contract of Employment

- 6.1 Employees may be engaged on a full-time, fixed term, part-time or casual basis.
- 6.2 Full-time Employment
- Except for the first four months of employment, which shall be probation, full time employees will be employed on a weekly basis. Probationary appointed employees shall be reviewed continuously throughout the probationary period and any deficiencies in performance brought to their attention.
- Employees unable to satisfactorily meet all criteria by the end of the probation period will be dismissed.
- 6.3 Part-time Employment
- (a) A part-time employee is a weekly employee who is employed to work less than the full hours of full-time employees.
 - (b) A part-time employee shall be engaged for a minimum of four hours for each engagement.
 - (c) Part-time employees shall receive the same entitlements as full-time employees but on a pro-rata basis.
 - (d) Part time employees shall be paid per day at one fifth of the weekly aggregate wages and may be required to work any of the rostered hours of full time employees.

(e) Where required to work for less than a full day they shall be paid a proportion of a day's pay.

6.4 Fixed Term Employment

A fixed term employee shall be employed for a particular task with a known or estimated completion date which will be advised at the time of engagement.

6.5 Casual Employment

Casual employees shall be paid on an hourly basis of the appropriate weekly rate as contained in the Race Club Employees (State) Award published 24 August 2001 (327 IG 95) as varied. Casuals will be used as required and may be called upon to work in any position in which they can satisfactorily perform either through skills and experience or by direct supervision and instruction. In addition to the hourly rate a loading of 15% to compensate for the casual nature of the employment shall be paid.

6.6 Termination of Employment

Employees, other than casuals, shall be employed by the week and their engagements shall only be terminated by a week's notice on either side, to be given at any time during the week, or by the payment or forfeiture, as the case may be, of a week's wages in lieu thereof.

6.7 Employees are responsible for the care and safe keeping of all AJC property issued to them and shall return each item to the AJC on termination of employment. In default, the AJC may deduct, from wages or salary due, an amount equal to the replacement value. AJC issued clothing and protective equipment shall remain the property of the AJC and shall be returned on termination of employment.

6.8 Employees shall perform all work in all areas as the AJC may reasonably require, to the limit of the skills and competence of the employee and the task required to be undertaken, including the working of reasonable overtime.

7. Classification Structure

Racecourse Employee Level 1:

An employee without trade qualifications performing gardening or general track maintenance work including but not limited to:

The operation of:

General tractors and mowers (with or without attachments), Mechanical spray operators;

'pto' equipment including dedicated power sweepers and power harrows.

Racecourse Employee Level 2:

Holder of a Trade Certificate relevant to the work being performed;

Mechanic;

Track crossing attendant, track office administrator (early morning trackwork);

An employee principally employed to operate plant and who is qualified, capable and is required to operate all the specialised mechanical plant used by the employer (except a grader over 80 h.p.), in addition to tractors and front end loaders with or without attachments. Such specialised mechanical plant may include back hoes, fork lifts, front end loaders and similar plant requiring qualification and barrier tractors.

Racecourse Employee Level 3:

Plant Operator 2 - an employee principally employed to operate plant and who is qualified, capable and is required by the AJC to operate a grader over 80 h.p. in an addition to the plant driven by Racecourse Employee Level 2.

Racecourse Employee Level 4:

Track leading hand or foreperson, gardens leading hand or foreperson, pool attendant, senior track crossing attendant.

8. No Extra Claims

None of the parties to this award shall pursue any extra claims, award or over award.

9. No Reduction in Standards

This Award shall not operate so as to cause a current employee as at the date of this Award to suffer a reduction in ordinary time earnings provided by any award, agreement or overaward arrangements in operation at the time of the making of this Award.

10. Labour Flexibility, Skills Utilisation, Training and Development

10.1 Labour Flexibility

For the purpose of increasing productivity and flexibility as well as enhancing opportunities for employees:

- (a) Employees shall perform all work and operate all equipment within the classification in which they are employed and those of lower classifications.
- (b) Employees shall perform work which is incidental or peripheral to the duties of their classification, including the operation and routine maintenance of all mechanical equipment.
- (c) Employees shall not impose or continue to enforce demarcation barriers on the tasks they are to perform (provided such tasks are within the skills and competence of the employee concerned).
- (d) Flexibility of Labour will be enhanced by track maintenance hands, garden staff and cleaning staff may be allocated to other (AWU type) jobs e.g., track maintenance staff may be allocated to assist gardeners. Another example is that cleaners may be allocated to assist in track maintenance or gardening when required or gardeners may perform knocking-in duties on racedays.
- (e) Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned by the AJC.
- (f) Employees shall perform all work in all areas as the AJC may reasonably require, to the limit of the skills and competence of the employee and the task required to be undertaken including the working of reasonable overtime.
- (g) The parties to this award acknowledge that for the efficient running of the AJC an employee engaged at Randwick or Warwick Farm Racecourse prior to 2001 may be required to perform duties at both courses. Such a transfer may occur on individual days or consecutive days but no longer than four months in any one calendar year.
- (h) This clause shall not operate on a permanent transfer basis. In cases of temporary transfer the employee may be required to commence and finish work at the normal start and finish times operating at either Randwick or Warwick Farm Racecourses subject to the following:
 - (a) The employee's ability to provide their own appropriate transport.

- (b) Consideration of individual's family/carer responsibilities.
- (c) Negotiation of an acceptable amount of compensation for fares/tolls, vehicle wear and tear and petrol.

Employees engaged after 2001 may be required to work at Randwick and Warwick Farm commencing and finishing work in accordance with the respective times.

10.2 Skills Utilisation

- (a) Training and development shall be subject to the AJC's skill requirements. It is the aim of the parties to this Award that all employees shall be provided with opportunities for training and development, encouraging the formation of a flexible, highly skilled and committed workforce, enjoying maximum job satisfaction.
- (b) Employees will move between tasks and functions within their appointed classifications and skills and competency levels in order to apply and develop their skills to meet AJC objectives. In moving employees between tasks and functions and in regrouping tasks and functions the AJC will consult with the employees and consider:
 - (i) the career development needs of individuals;
 - (ii) the efficient organisation of work;
 - (iii) any personal and geographic considerations.
- (c) The process described in paragraph (b) of this subclause shall not include those functions or tasks where the safety of an employee learning "on the job" cannot be guaranteed by the AJC or where an essential requirement of a formal qualification limits the process.
- (d) Processes will be adopted to facilitate the skills enhancement and career development opportunities of employees whilst promoting aims and objectives of the AJC.

10.3 Training & Development

- (a) The parties confirm a commitment to training and skill development for employees in accordance with the needs of the AJC.
- (b) The types of training needs which shall be met include:
 - (i) training required to increase the level of competency of the employees;
 - (ii) training required through the creation of new tasks, restructuring of existing tasks and/or multi-skilling;
 - (iii) training required to assist employees to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;
 - (iv) the provision of training, shall be undertaken in line with the Clubs EEO policy and procedures.

11. Annual Leave

See Annual Holidays Act 1944.

12. Annual Leave Loading

12.1 In this clause the Annual Holidays Act 1944, is referred to as the Act.

- 12.2 Before an employee is given and takes an annual holiday, or whereby agreement between the AJC and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the AJC shall pay the 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 subclause 12.5 of this clause.)
- 12.3 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.
- 12.4 The loading is the amount payable for the period or the separate period, as the case may be, at the rate per week of 17.5% 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.
- 12.5 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 12.4 of this clause applying the award rates of wages payable on that day.
- 12.6 If the AJC'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:
- (a) 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 subclause 12.4 of this clause;
 - (b) 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 under the Act such proportion of the loading that would have been payable under this clause if the employee had become entitled to an annual holiday prior to the close-down as the employee's qualifying period of employment in completed weeks bears to 52.
- 12.7
- (a) When the employment of an employee is terminated by the AJC 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 after the employee shall be paid a loading calculated in accordance with subclause 12.4 of this clause for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

13. Personal Carer's Leave

13.1 Use of Sick Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subclause 13.1(c)(iii) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 14, Sick Leave for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employees shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care and support of the person concerned: and
 - (ii) the person concerned being:
 - (iii) a spouse of the employee; or
 - (1) 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
 - (2) 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
 - (3) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (4) 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.
 - (d) An employee shall, wherever practicable, give the AJC 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 AJC by telephone of such absence at the first opportunity on the day of absence.

13.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the AJC, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 13.1(c)(iii) above who is ill.

13.3 Annual Leave

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

13.4 Make-up Time

- (a) An employee may elect, with the consent of the AJC, 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.
- (b) An employee on shift work may elect, with the consent of the AJC, 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.

13.5 Time Off in Lieu of Payment for Overtime

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

13.6 Rostered Days Off

- (a) An employee may elect, with the consent of the employer to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purposes 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.

14. Sick Leave

14.1 Subject to the production of evidence satisfactory to the AJC, a full-time employee shall be entitled to fifteen (15) days sick leave on full pay per year of service.

14.2 Such sick leave shall be cumulative for twelve years from the end of the year in which it accrues.

15. Long Service Leave

See Long Service Leave Act 1955.

16. Bereavement Leave

16.1 An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 13.1(c)(iii) Personal Carer's Leave.

16.2 The employee must notify the AJC as soon as practicable of the intention to take bereavement leave and will, if required by the AJC, provide to the satisfaction of the AJC proof of death.

16.3 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 in subclause 13.1(c)(iii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- 16.4 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.
- 16.5 Bereavement leave may be taken in conjunction with other leave available under clause 13.2, 13.3, 13.4, 13.5 and 13.6 of clause 13, Personal Carer's Leave. In determining such a request the AJC will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

17. Redundancy

17.1 Application

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) 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 AJCs 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.
- (c) 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.

17.2 Introduction of Change

- (a) AJC's duty to notify
- (1) Where the AJC 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 AJC shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the AJC'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.
 - (3) Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- (b) AJC's duty to discuss change
- (1) The AJC 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) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as practicable after a definite decision has been made by the AJC to make the changes referred to in paragraph (a) of this subclause.

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

17.3 Redundancy

(a) Discussions before terminations

- (1) Where the AJC has made a definite decision that the AJC no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause 17.2 above, and that decision may lead to the termination of employment, the AJC 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 AJC has made a definite decision which will invoke the provision of subparagraph (1) of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the AJC 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 the AJC shall not be required to disclose confidential information the disclosure of which would adversely affect the AJC.

17.4 Termination of Employment

(a) Notice for changes in production, programme, organisation or structure

This subclause sets out the notice provisions to be applied to terminations by the AJC for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause 17.2(a)(1) above.

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

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

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

(b) Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the AJC for reasons arising from "technology" in accordance with subclause 17.2 (a)(1) above:

- (1) In order to terminate the employment of an employee the AJC 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 AJC for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

(c) Time off during the notice period

- (1) During the period of notice of termination given by the AJC, 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 AJC, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee leaving during the notice period

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

(e) Statement of employment

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

(f) Notice to Centrelink

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

(g) Centrelink Separation Certificate

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

(h) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause 17.2 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 AJC may at the AJC'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.

17.5 Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause 17.4 above, subject to further order of the Industrial Relations Commission, the AJC 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 AJC shall pay in accordance with the following scale:

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

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

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

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

- (b) Incapacity to pay

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

The Industrial Relations Commission shall have regard to such financial and other resources of the AJC concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph (a) of this subclause above will have on the AJC.

- (c) Alternative employment

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

17.6 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 AJC bound by this award.

18. Payment of Wages

- 18.1 Wages shall be paid by electronic funds transfer unless otherwise agreed by the AJC. Compensation for any costs associated with the EFT deposits or withdrawals is included in the weekly wage set out in clauses 37 and 42 of this Award.
- 18.2 Wages shall be paid on a fixed day not later than Friday of each week. Provided that by agreement between the AJC and the majority of employees wages may be paid fortnightly. Provided further that from 2002 the AJC may elect to pay fortnightly by giving one months notice.
- 18.3 Employees who are paid cash shall be paid during ordinary working hours and any employee who has to wait after ordinary ceasing time on pay day to receive wages shall be paid at ordinary time rates for all time the employee is kept waiting to be paid.
- 18.4 When an employee is paid by means of electronic funds transfer the provisions relating to waiting time shall not apply. In lieu thereof, when an employee's wages are not in the relevant employee's nominated account on the designated pay day the AJC, if required to do so by the employee, shall provide the employee's wages to the employee in cash by conclusion of the next day's shift and in any case no later than Friday.
- 18.5 An employee may elect to sacrifice part of the employee's salary to be an additional superannuation contribution above the rate prescribed by the Superannuation Guarantee Charge Act 1992.

Where salary sacrifice contributions are to be made on behalf of an employee to an approved Superannuation Plan, the wage rates prescribed by Table 1 of clauses 37 and 42 shall (in respect of such an employee) include a component being the salary sacrifice contribution. That is, that part of the wage rate representing the salary sacrifice contribution chosen by the employee, shall be paid as a contribution by the AJC direct to the Superannuation Plan. As a consequence, the employee's taxable salary shall equal the relevant wage rate less the salary sacrifice contribution (if any).

Where an employee's request for other salary sacrifice arrangements are approved by the AJC such arrangements will also be taken into consideration as meeting the obligation to pay the relevant wage set out by the award.

19. Mixed Functions

- 19.1 An employee, who is required to perform on any day work for which a higher rate of wage than that prescribed for the employee's ordinary classification, shall be paid as follows:
- (a) If required to perform such work for eight hours or more, payment shall be at the higher (or highest, as the case may be) rate of wage prescribed for the work performed;
 - (b) If required to perform such work for less than eight hours, payment shall be at the higher (or highest, as the case may be) rate of wage prescribed for the time actually occupied on such work.
- 19.2 An employee who is required to perform, on any day, work for which a lower rate of wage than that prescribed for the employee's ordinary classification shall suffer no reduction in pay in consequence thereof.

20. Working in the Rain

All employees called upon to work in the rain shall be supplied by the AJC, free of charge, gum boots, or other protective clothing subject to safe working practices being observed.

21. Change and Meal Room

The AJC shall provide free of charge at each place where this award applies, a change and meal room furnished with lockers, tables and seats for use by employees. Such room shall be used exclusively as a change and meal room. Boiling water shall be provided, free of charge, and shall be available to employees at the commencement of meal breaks.

22. Night Racing

In the event that night racing, on any night, Monday to Friday, is introduced during the life of this Award the parties agree to enter negotiations to address the specific needs associated with conducting such events at Royal Randwick. In the absence of any agreement arising out of those discussions, the following broad principles will apply:

- 22.1 Employees who are required to work on a night meeting will not be rostered and will not be paid for their ordinary hours, during the day, of a night meeting.
- 22.2 Employees working at a night meeting will be rostered for six (6) hours work (inclusive of a 30 minute meal break) on the night of the meeting.
- 22.3 The six hour period will be worked without any deduction in pay. Employees shall also receive a night racing allowance, for each meeting as detailed in Table 2, Item 6.

Employees will resume work at their normal starting time the next day.
- 22.4 Where possible, the employees rostered for work at night meetings will be drawn from employees who have expressed a willingness to work night meetings.
- 22.5 Employees will be alternated, where possible, to work during the day or at a night meeting. People working at a night meeting will do so provided they are appropriately skilled and experienced to carry out the work required in all positions necessary to conduct a race meeting. In some circumstances casual employees may be engaged to work during the day.
- 22.6 Night meetings will be staffed in a similar manner to the Randwick mid-week day meetings including the employment of some casual labour. All employees engaged for a Night Racing Roster including casuals will be paid the Night Racing Allowance as set out in subclause 22.3 of this Award.

In the event that a night meeting is scheduled on a night other than Monday to Friday the matter will be subject to further negotiation between the parties to this Award.

23. First Aid

A first-aid outfit shall be provided by the AJC at each course where this Award applies.

24. Tools

All tools required by employees shall be provided, free of charge, by the AJC.

25. Occupational Health and Safety

- 25.1 The AJC prides itself on quality occupational health and safety standards. It is recognised that the benefits to be gained from effective health and safety programs are significant both in human and economic terms.
- 25.2 The AJC is responsible for taking all reasonable and practical action to achieve and maintain a performance level, which safeguards the health and safety of all employees in accordance with relevant Occupational Health and Safety legislation.

- 25.3 All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards. Employees are to:
- (a) Identify and reduce the risk associated with all types of work-related events that may produce injury or illness; or
 - (b) Identify, measure and control to safe levels any physical agents in the workplace capable of causing ill health; and
 - (c) Promote the good health and welfare of employees;
 - (d) Report any perceived hazard to the immediate supervisor;
 - (e) Report any work related injury, no matter how minor to their supervisor;
 - (f) Wear any safety clothing, footwear, equipment issued and specified for the job.
- 25.4 The AJC's management is committed to the continuous monitoring and upgrading of its occupational health and safety policy to ensure the highest standards are met. The AJC shall where appropriate:
- (i) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control; and
 - (ii) Maintain a close relationship with employees and regulatory authorities in the development of standards and future strategies.
- 25.5 The occupational health and safety committee shall be convened subject to the provisions of the relevant legislation and the regulations thereto and shall meet at intervals not less frequent than specified in the regulations.

26. Reasonable Overtime

- 26.1 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.
- 26.2 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.
- 26.3 For the purposes of paragraph (2) below what is unreasonable or otherwise will be determined having regard to:
- (1) Any risk to employee health and safety;
 - (2) The employee's personal circumstances including any family and carer responsibilities;
 - (3) The needs of the workplace or enterprise;
 - (4) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) Any other relevant matter.

27. Protective Equipment

Employees required to use pesticides, weedicides or poisonous sprays shall be provided with such protective clothing and equipment as is recommended by the manufacturer's specifications. Provided that no employee shall be required to use pesticides, weedicides or poisonous sprays unless that employee has been given instruction on their safe handling and use.

28. Recall to Work

An employee recalled from his home to work overtime, after having left the premises of the AJC, shall be paid a minimum of four hours at overtime rates.

29. Jury Service

An employee on weekly hiring required to attend for jury service during his ordinary working hours shall be reimbursed by the AJC 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.

An employee shall notify the AJC as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide the AJC with proof of his/her attendance, the duration of such attendance and the amount received in respect thereof.

30. Disputes Procedure

30.1 The aim of this procedure is to ensure that, during the term of this Award, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. At any time during the procedure an employee may elect to be represented by an official of their union. During the life of the Award there shall be no disruption to or cessation of normal work other than in relation to bona fide safety issues. In the event of a safety issue the grievance procedure shall be followed.

30.2 Where a dispute or grievance arises, or is considered likely to occur the steps below are to be followed. In order to permit the peaceful resolution of grievances, the status quo shall remain and work shall continue as normal while the industrial grievance procedure is being followed, (status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute).

Step 1

The matter is discussed between the employee(s) and the immediate supervisor involved. If the matter remains unresolved only then, follow Step 2.

Step 2

The matter is discussed between the employee, the employees' representative if the employee so wishes and the supervisor involved. If the matter remains unresolved, only then, follow Step 3.

Step 3

The matter is discussed between the employee, the employee's representative if the employee so wishes, the supervisor and the departmental manager. If the matter remains unresolved only then, follow Step 4.

Step 4

The matter is discussed between the departmental manager, the human resources manager and the employee's representative and/or union official if the employee so wishes. If the matter remains unresolved only then, follow Step 5.

(Where it is agreed by the employee and departmental manager Steps 1 to above may be conducted concurrently.)

Step 5

The matter is discussed between senior representatives of the company and the relevant union if the employee is represented by a union. The parties agree to exhaust the processes of conciliation before

considering Step 6. It is also agreed that the parties will not deliberately frustrate or delay these procedures.

Step 6

The matter may be referred by either party to the Industrial Relations Commission of New South Wales in order for the Commission to exercise its functions under the Industrial Relations Act 1996

31. Consultative Process

31.1 A consultative process shall be established with the aim of achieving real improvements in employee/management relations, and to facilitate the cultural change to address the real problems and challenges that lie ahead on the road to achieving world best practise in the Racing Industry.

31.2 A consultative committee charter is to be fully developed and put into place to enable the committee to function effectively.

(a) Consultative Committee Agreement

(i) Preamble

In agreeing to form a Consultative Committee, all parties, management and unions acknowledge the requirement for an atmosphere of mutual trust and co-operation. The overall purpose of the committee is to provide an environment for greater communication and, in doing so, establish a forum in which employees are able to express their points of view and thus an opportunity to influence management decision making and also allow management to utilise employee knowledge and experience.

(ii) Objective

The objectives will be to improve not only the standard of working life but also the overall performance of all employees with the ultimate aim of maintaining and where possible, improving the club's competitiveness with the consequential improvement in job security.

In turn the provision of greater job satisfaction will be achieved by developing and increasing employees' overall skills while at the same time offering new and advanced employment opportunities.

(b) Two important areas of operation are specifically excluded from the domain of the Consultative Committee.

Industrial relations issues will be processed via the normal disputes avoidance procedure.

Matters which by definition are the responsibility of the Occupational Health & Safety Committee will be referred to that committee.

(c) The level of authority of the Consultative Committee is to give recommendations to Management.

(d) One of the key objectives of this Award is to achieve a learning based culture and the parties undertake to remove all obstacles that prevent the achievement of this goal.

32. Area, Incidence and Duration

32.1 This award shall apply to the employees of the AJC at Royal Randwick and Warwick Farm Racecourses within the jurisdiction of the Race Clubs Employees (State) Industrial Committee, and motor mechanics and dirt track employees.

- 32.2 This Award shall take precedence over any other award or agreement or understanding between the parties.
- 32.3 Subject to subclause 6.5, Table 2 in clause 37 and Table 2 in clause 42, this Award shall operate to the exclusion of the Race Club Employees (State) Award published 24 August 2001 (327 IG 95).
- 32.4 This award rescinds and replaces the Australian Jockey Club Track Maintenance and Ancillary Staff Award 2003 published 5 March 2004 (343 IG 503) as varied.
- 32.5 This award shall operate from the beginning of the first pay period on or after 26 August 2005 and shall remain in force for a period of two years and nine months.

PART B - ROYAL RANDWICK RACECOURSE

The following wages and conditions in Part B of this Award shall apply to employees employed principally to work at Royal Randwick Racecourse.

33. Hours of Work and Rosters

- 33.1 All weekly employees will be rostered for 5 days of 8 hours in each week. This includes 38 ordinary hours and 2 rostered overtime hours each week, payment for which is included in the aggregate wage.
- 33.2 Employees will be rostered for 8 hours duty per day on 5 days per week within the following span:

Monday	7.00am to 6.00pm
Tuesday	7.00am to 6.00pm
Wednesday	7.00am to 6.00pm
Thursday	7.00am to 6.00pm
Friday	7.00am to 6.00pm
Saturday	7.00am to 8.00pm

- 33.3 Subject to subclause 33.5 track crossing attendants and pool attendants may be required to commence their ordinary hours of work at 4.00am or later.
- 33.4 Pool attendants may be required to perform ordinary hours on any day of the week, provided that such hours on Sundays shall be paid at the Sunday overtime rate. Pool Attendants may be required to perform 8 ordinary hours in split shifts of 4 hours each.
- 33.5 Where an employee is required to perform duties in preparation for early morning trackwork such as watering or general track crossing and his/her roster of ordinary hours has a starting time earlier than 4.00am he/she will be paid a shift allowance of 15%.
- 33.6 The Dirt track employees engaged in the operation of tractors and truck for the purposes of renovating and maintaining the dirt track training surfaces may be required to work eight ordinary hours between 4.00pm and 4.00am including split shifts.
- 33.7 The parties to this Award recognise that employees engaged on the night shift may reasonably request to transfer from the night shift roster to the day shift roster subject to the operational requirements of the AJC and a reasonable period of retraining.
- 33.8 Where starting times are staggered, there shall be at least one hour between such times.
- 33.9 A 10 minute paid rest period is taken at 11.50am to 12.00 midday. Lunch will commence at midday and conclude at 12.45pm.
- 33.10 Employees working in the vicinity of their amenities shall be allowed sufficient working time, to get to and from their amenities prior to their break and at the cessation of their lunch break.

- 33.11 Employees working other than in the vicinity of their amenities shall be allowed a maximum of 5 minutes walking time to and from their amenities prior to their crib break and at the cessation of their lunch break.
- 33.12 Wash up time will be allowed 5 minutes prior to the normal finish time. This allowance may be varied by management dependant upon the nature of the work performed.
- 33.13 Subclause 33.9 does not apply to trackhands who by agreement take a 30 minute lunch break instead of 55 minutes (10 minute rest period and 45 minute lunch break). This is due to their 8.30am start and 4.50pm finish times.
- 33.14 By agreement between the club and an individual employee, the starting and finishing times may be varied provided that the daily limitation is not exceeded.
- 33.15 Time worked outside of the roster shall be paid as overtime.
- 33.16 Rosters will only be changed by 14 days notice, or mutual agreement between the club and the employee affected.
- 33.17 It is intended that each employee will be rostered to attend work for 26 Saturdays per year. Where more than 26 Saturdays are rostered these shall be averaged out over a two year period to ensure all employees work an even number of Saturdays.
- 33.18 All parties to this agreement are committed to ensuring staffing levels or demands are met to ensure productivity levels are maintained. As far as possible AJC employees who are AWU members will be used to meet any staffing or overtime requirements.
- 33.19 It is agreed between the parties that as a rule there will be no opportunity for employees to swap days or shifts. However, employees may be permitted to do so on the following basis:
- (a) The swap of shifts is approved by the Racecourse Manager.
 - (b) No entitlement or penalty for overtime is accrued by the relevant employees.

That is to say the swap occurs on a time off in lieu basis.

34. Overtime and Sundays

- 34.1 Except as otherwise provided, all work outside of the hours provided by Clause 33, Hours of Work and Rosters, shall be overtime and paid for at the rate set out in Item 1 of Table 3 of clause 37 of this Award.
- 34.2 Work on raceday Sundays and non-raceday Sundays will be paid at the rates shown in Item 2 and Item 3 of Table 3 of clause 37 of this Award.
- 34.3 If there is a significant increase in Sunday racing dates, the matter will be subject to further negotiation between the parties to this award during the life of the award.

35. Public Holidays

- 35.1 Employees other than casuals will be required to work on Public Holidays as part of his or her normal roster without penalty with the exception of Christmas Day and Good Friday.
- 35.2 An employee other than a casual required to work overtime on a Public Holiday shall be paid at the rate set out in Item 4 of Table 3 of clause 37 of Part B of this Award.
- 35.3 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and any other days which may be proclaimed as public holidays for the State of New South Wales shall be holidays.

- 35.4 The first Monday in March of each year also shall be a holiday as the union picnic day unless another day off in lieu thereof is agreed between the AJC and an employee or the majority of employees.
- 35.5 Employees directed to report to work on a Sunday and not being required shall be paid a minimum of four hours at overtime rates.

36. Day in Lieu Procedure

Any day in lieu accrued for working overtime on a public holiday must be taken within twelve months or it must be paid out.

On request of the employee any day in lieu may be paid out at the relevant rate at any time.

37. Royal Randwick Racecourse Monetary Rates

37.1 Wages

The minimum rates of pay for any classification shall be set out in Table 1 Wages of this clause of this Award.

37.2 Aggregate Wage - Full-time Employees

- (a) The annual aggregate wage compensates for and includes ordinary hours, rostered overtime, penalties for Saturday work, overaward payments, service increment, industry allowance, power mower etc. allowance, tractor allowance, pesticides and weedicide allowance, horse handling allowance, clothing allowance and electronic funds transfer.
- (b) The following allowances and payments are not included in the aggregate wage and will be paid separately:
- First Aid Allowance
Higher Duties Allowance
Annual Leave Loading
- (c) The clothing allowance will continue to be shown separately on Group Certificates.
- (d) The aggregate wages and allowances payable under this Award are set out in Table 1 of this clause.
- (e) The method of calculation of the aggregate rate and rules of pay are as follows:
- (i) The daily rate shall be calculated by dividing the weekly rate by 5;
- (ii) The hourly rate shall be calculated by dividing the daily rate by 8; and
- (iii) Such calculations shall be made to the nearest ten cents.

37.3 Juniors

Junior employees shall be paid an annual aggregate wage, which is the following percentages of the aggregate wage applying to an adult grounds person:

At 18 years of age and under	60
At 19 years of age and under 20 years of age	80
At 20 years and under 21 years of age	100

37.4 Apprentices

- (a) The annual aggregate wage for four-year apprentices will be the following percentages of the sum of the aggregate wage for an adult groundsperson and the trade qualification allowance:

Year	Percentage
1st year	58.5%
2nd year	58.5%
3rd year	68.5%
4th year	78%

- (b) Subject to attendance at TAFE, apprentices will be rostered to work the same hours as other employees.

37.5 Allowances

- (a) First Aid Allowance

An employee appointed by the AJC to perform first-aid duties shall be paid a flat non compoundable allowance as set out in Item 1 of Table 2 of this clause in addition to the ordinary rate of pay.

- (b) Meal Allowance

- (i) An employee required to work overtime in excess of one hour, without being notified the day before of a requirement to work overtime, shall either be provided with a meal by the AJC or be paid the sum as set out in Item 2 of Table 2 of this clause and the same amount for each subsequent meal.
- (ii) If an employee, pursuant to notice, has provided a meal and is not required to work overtime, the employee shall be paid the amounts prescribed in subparagraph (i) of this sub-clause.

- (c) Night Shift Dirt Track Maintenance Allowance

- (i) A Level 1 employee who is engaged at night to perform dirt track maintenance shall be paid a weekly allowance set out in Item 3.1 of Table 2 of this clause for each week that they are on the roster.
- (ii) A Level 2 employee who is engaged at night to perform dirt track maintenance shall be paid a weekly allowance set out in Item 3.2 of Table 2 of this clause for each week that they are on the roster.
- (iii) A Level 3 or 4 employee who is engaged at night to perform dirt track maintenance shall not receive any such allowance for the performance of such work.
- (iv) Further, all employees engaged at night to perform dirt track maintenance shall receive a 15% night shift loading calculated on the daily rate of pay for each day that they are so engaged.

- (d) Clothing Allowance

A clothing allowance as set out in Item 4 of Table 2 of this clause will be paid to all employees as part of the annual aggregate rate.

Employee Using Trade qualifications

A level 3 or 4 employee who holds and uses trade qualifications relevant to the work being performed shall receive the weekly allowance in Item 5 of table 2 of this clause.

Table 1 - Wages

Aggregate Wage - Weekly Equivalent				
Classification	Current Rate as at July 2005 \$ wk (hr) \$	First full pay period on or after 26 August 2005 \$	First full pay period on or after 26 August 2006 \$	First full pay period on or after 26 August 2007 \$
Racecourse employee Level 1	880.00	912.30	944.60	976.90
Racecourse employee Level 2	908.90	942.20	975.50	1,008.80
Racecourse employee Level 3	933.10	967.30	1,001.50	1,035.70
Racecourse employee Level 4	963.10	998.40	1,033.70	1,069.00

Table 2 - Allowances

Item	Allowances	Current Rate	First full pay period on or after 26 August 2005	First full pay period on or after 26 August 2006	First full pay period on or after 26 August 2007
Item 1	First Aid	As per the Race Club Employees (State) Award	As per the Race Club Employees (State) Award	As per the Race Club Employees (State) Award	As per the Race Club Employees (State) Award
Item 2	Meal Allowance	As per the Race Club Employees (State) Award	As per the Race Club Employees (State) Award	As per the Race Club Employees (State) Award	As per the Race Club Employees (State) Award
Item 3.1	Night Shift Dirt Track Maintenance Allowance subclause 37.5(c)(i)	\$ 53.10 per week	\$ 55.00 per week	\$ 56.90 per week	\$ 58.80 per week
Item 3.2	Night Shift Dirt Track Maintenance Allowance subclause 37.5(c)(ii)	\$ 24.20 per week	\$ 25.10 per week	\$ 26.00 per week	\$ 26.90 per week
Item 4	Clothing Allowance	\$ 6.10 per week	\$ 6.10 per week	\$ 6.10 per week	\$ 6.10 per week
Item 5	Employee Using Trade Qualifications	\$ 28.90	\$ 29.90	\$ 30.90	\$ 31.90
Item 6	Night Racing Allowance subclause 22.3	\$ 54.10 per week	\$ 56.10 per week	\$ 58.10 per week	\$ 60.10 per week

Table 3 - Overtime**Level 1 - Rates**

Item	Allowances	Current Rate \$/hour	First full pay period on or after 26 August 2005 \$/hour	First full pay period on or after 26 August 2006 \$/hour	First full pay period on or after 26 August 2007 \$/hour
Item 1	Overtime	21.8475	22.66	23.47	24.27
Item 2	Non Racedays Sundays	32.77125	33.99	35.20	36.41
Item 3	Raceday Sundays	32.77125	33.99	35.20	36.41
Item 4	Public Holidays	21.8475	22.66	23.47	24.27

Level 2 - Rates

Item	Allowances	Current Rate \$/hour	First full pay period on or after 26 August 2005 \$/hour	First full pay period on or after 26 August 2006 \$/hour	First full pay period on or after 26 August 2007 \$/hour
Item 1	Overtime	22.57	23.41	24.24	25.07
Item 2	Non Racedays Sundays	33.855	35.11	36.36	37.61
Item 3	Raceday Sundays	33.855	35.11	36.36	37.61
Item 4	Public Holidays	22.57	23.41	24.24	25.07

Level 3 - Rates

Item	Allowances	Current Rate \$/hour	First full pay period on or after 26 August 2005 \$/hour	First full pay period on or after 26 August 2006 \$/hour	First full pay period on or after 26 August 2007 \$/hour
Item 1	Overtime	23.175	24.03	24.89	25.74
Item 2	Non Racedays Sundays	34.7625	36.05	37.33	38.61
Item 3	Raceday Sundays	34.7625	36.05	37.33	38.61
Item 4	Public Holidays	23.175	24.03	24.89	24.74

Level 4 - Rates

Item	Allowances	Current Rate \$/hour	First full pay period on or after 26 August 2005 \$/hour	First full pay period on or after 26 August 2006 \$/hour	First full pay period on or after 26 August 2007 \$/hour
Item 1	Overtime	23.925	24.81	25.69	26.58
Item 2	Non Racedays Sundays	35.8875	37.22	38.54	39.86
Item 3	Raceday Sundays	35.8875	37.22	38.54	39.86
Item 4.	Public Holidays	23.9	24.81	25.69	26.58

PART C - WARWICK FARM RACECOURSE

The following wages and conditions in Part C of the Award shall apply to employees employed principally to work at Warwick Farm Racecourse.

38. Hours of Work

- 38.1 Employees shall work an average of 38 ordinary hours per week over a 4-week period. Subject to subclause 38.5 the spread of ordinary hours shall be 7.00am to 5.15pm with a limit of 8 hours at ordinary time.
- 38.2 Employees engaged prior to 1 January 1997 shall continue to work ordinary hours on any day Monday to Friday, unless otherwise agreed.
- 38.3 Employees engaged after 1 January 1997 may work their ordinary hours on no more than five days Monday to Saturday.
- 38.4 Where ordinary hours worked on Saturday form part of the weekly ordinary hours such hours shall be paid at penalty rates i.e. time and one half for the first two hours and double time thereafter. Provided that sick pay shall be paid at ordinary singular rates for all days.

The Dirt track employees engaged in the operation of tractors and truck for the purposes of renovating and maintaining the dirt track training surfaces may be required to work eight ordinary hours between 4.00pm and 4.00am including split shifts.

The parties to this Award recognise that employees engaged on the night shift may reasonably request to transfer from the night shift roster to the day shift roster subject to the operational requirements of the AJC and a reasonable period of retraining.

38.5

- (a) Track crossing attendants shall have a starting time of no earlier than 4.00am.
- (b) New employees will be engaged on a spread of ordinary hours from 7.00am - 6.00pm.
- (c) Pool Attendants may be required to perform 8 ordinary hours in split shifts of 4 hours each.

38.6 Night Shift Dirt Track Maintenance Allowance

- (i) A Level 1 employee who is engaged at night to perform dirt track maintenance shall be paid a weekly allowance set out in Item 3.1 of Table 2 of this clause for each week that they are on the roster.
- (ii) A Level 2 employee who is engaged at night to perform dirt track maintenance shall be paid a weekly allowance set out in Item 3.2 of Table 2 of this clause for each week that they are on the roster.
- (iii) A Level 3 or 4 employee who is engaged at night to perform dirt track maintenance shall not receive any such allowance for the performance of such work.
- (iv) Further, all employees engaged at night to perform dirt track maintenance shall receive a 15% night shift loading calculated on the daily rate of pay for each day that they are so engaged.

39. Rostered Day Off - Banking

No more than five RDO's are to be banked as determined by the Manager - Racecourses. These days will be taken at times of mutual agreement provided that they are not to be taken within two weeks preceding a major carnival period. If a dispute arises on the taking of the leave then the dispute procedure is to be followed.

40. Overtime

- 40.1 All hours outside the spread of ordinary hours prescribed by clause 38 shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

40.2 All overtime worked on Saturdays shall be paid for at the rate of ordinary time and a half for the first two hours and ordinary double time thereafter.

40.3 All work on Sunday shall be paid for at the rate of double time.

41. Public Holiday Work

Any work performed on a public holiday as prescribed by the award will be paid at the rate of double time and a half in addition to the ordinary rate.

42. Warwick Farm Monetary Rates

42.1 Employees will be paid a weekly wage as set out in Table 1 below which includes compensation for:

ordinary hours
 over-award payments
 clothing allowance
 service increment
 industry allowance
 seythe or power mower allowance
 tractor allowance
 front end loader
 pesticide, weedicide poisonous spray allowance
 horse handling allowance

Table 1

Aggregate Wage - Weekly Equivalent				
Classification	Current Rate as at July 2005 \$ wk (hr)	First full pay period on or after 26 August 2005	First full pay period on or after 26 August 2006	First full pay period on or after 26 August 2007
Racecourse employee Level 1	695.40 + clothing (6.10)	\$727.20	\$752.90	\$778.70
Racecourse employee Level 2	722.10 + clothing (6.10) \$728.20	\$754.90	\$781.60	\$808.30
Racecourse employee Level 3	749.50 + clothing (6.10) \$755.60	\$783.30	\$811.00	\$838.70
Racecourse employee Level 4	763.10 + clothing (6.10) \$769.20	\$797.40	\$826.60	\$853.80

42.2 The clothing allowance is included in the weekly wages shown in table 1 above but will be shown separately on employee payslips.

42.3 The first aid allowance is not included in the aggregate wage and will be paid separately as follows:

Table 2

Item	Allowances	Current Rate	First full pay period on or after 26 August 2005	First full pay period on or after 26 August 2006	First full pay period on or after 26 August 2007
Item 1	First Aid	\$As per the Race Club Employees (State) Award	As per the Race Club Employees (State) Award	As per the Race Club Employees (State) Award	As per the Race Club Employees (State) Award

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

ROYAL AGRICULTURAL SOCIETY NSW CONSENT ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Royal Agricultural Society of New South Wales.

(No. IRC 4378 of 2005)

Before Commissioner Bishop

16 September 2005

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Parties
3.	Application
4.	Period of Operation
5.	Scope
6.	Rates of Pay
7.	Occupational Superannuation
8.	Skill Level Definitions
9.	Training
10.	Terms of Engagement
11.	Termination of Employment
12.	Hours of Work and Time Off
13.	Rostering (Ordinary Hours)
14.	Overtime (excluding "Show Period")
15.	Meal Breaks and Allowances
16.	Sick Leave
17.	Annual Leave
18.	Annual Leave Loading
19.	Public Holidays
20.	Payment of Wages
21.	First-aid Allowance
22.	Parental Leave
23.	Personal Carers' Leave
24.	Jury Service
25.	Long Service Leave
26.	Bereavement Leave
27.	Introduction of Change
28.	Redundancy
29.	Amenities
30.	Disciplinary Procedure
31.	Disputes Procedure
32.	Union Business
33.	Anti Discrimination and Harassment
34.	No Extra Claims

PART B**MONETARY RATES**

Tables 1A, 1B, & 1C - Rates of Pay
Table 2 - Other Rates and Allowances

2. Parties

The parties to this award are:

The Royal Agricultural Society of NSW ABN 69793644351 (herein referred to as "the Company"), its employees and the Australian Workers' Union (Greater New South Wales Branch).
(Varied in C No 2111 of 2000, Commissioner Tabbaa, Decision dated 29 May 2000)

3. Application

- (a) This paid rates award is binding on the Royal Agricultural Society of NSW, employees of the said Company, and The Australian Workers' Union (Greater New South Wales Branch) representing its members, employees of the Company, in respect to employment conditions and rates of pay for the Company's employees in New South Wales.
- (b) This award will not apply to persons primarily engaged in relation to the sale and/or preparation of food, snacks and/or beverages which are produced for and/or sold to the public and, in respect to employees who come under the constitutional coverage of Australia Liquor, Hospitality and Miscellaneous Worker Union, New South Wales Branch, will only apply to the following locations:
 - (i) Sydney Showground and services directly provided in association with events at the Showground.
 - (ii) The AGVIEW event and other events administered by the Royal Agricultural Society of New South Wales.
- (c) The terms and conditions of employment of employees covered by this award will stand fully in place of those contained in any previous award having application to the company's activities for the period of the operation of this award, pursuant to the Industrial Relations Act 1996.

This Award rescinds and replaces the Royal Agricultural Society NSW Consent Enterprise Award 2002 published 11 April 2003 (339 I.G. 182).

4. Period of Operation

This Award will take effect from 1 July 2005 until 30 June 2008, subject to the provisions of the Industrial Relations Act (NSW) 1996.

5. Scope

This award shall cover all employees engaged in Operational and Maintenance functions within the Company.

6. Rates of Pay

- (a) The rates of pay in this award take into account structural efficiency changes and safety net wage increases resulting from the State Wage Case decisions as well as productivity based working conditions and work practices. Rates of pay include a loading in lieu of penalty rates on Saturdays, Sundays and Public Holidays and payment for all allowances with the exception of uniform, first aid, and meal allowances
- (b) Separate rates of pay will apply to all employees for the period of the Royal Easter Show are indicated as the "Show Rate" as set out in Table 1. These rates include a special loading, which stands in place of, and is intended to compensate for, all penalty rates, including work on Saturdays, Sundays and Public

Holidays and for all overtime and allowances excluding uniform and first aid allowances. The "Show Period" is defined as: "that time over which the Royal Easter Show is conducted, including one day before and three days after the event".

(c) Wage Rate Schedule:

- (i) Rates of pay for adult employees are as set out in Tables 1a, 1b & 1c - Rates of Pay, of Part B, Monetary Rates.
- (ii) If by 1 July 2005, the increase in the All Capitals Consumer Price Index for the preceding year exceeds the wage increase set out in Table 1b, employees will receive the difference between that wage increase and that All Capitals Consumer Price Index increase.
- (iii) If by 1 July 2006, the increase in the All Capitals Consumer Price Index for the preceding year exceeds the wage increase set out in Table 1c, employees will receive the difference between that wage increase and that All Capitals Consumer Price Index increase.
- (iv) Any dispute concerning the implementation of the arrangements outlined in sub-clauses (ii) and (iii) above, should be dealt with in accordance with clause 31 (Disputes Procedure) of this Consent Award

(d) Apprentices will be paid as follows:

First year of apprenticeship	42 per cent of Skill Level 4 rate.
Second year of apprenticeship	57 per cent of Skill Level 4 rate.
Third year of apprenticeship	77 per cent of Skill Level 4 rate.
Fourth year of apprenticeship	82 per cent of Skill Level 4 rate.

Junior Employees will be paid as follows: Operational Skill Levels 1 and 2

Under 17 years of age	40 per cent of Skill Level 3 rate.
At 17 years of age	50 per cent of Skill Level 3 rate.
At 18 years of age	60 per cent of Skill Level 3 rate.
At 19 years of age	70 per cent of Skill Level 3 rate.
At 20 years of age	80 per cent of Skill Level 3 rate.

- (e) In addition to the above rates, weekly full time and part-time employees will be paid a uniform allowance payable throughout the year on the basis of an amount as set out in Item 1 of Table 2- Other Rates and Allowances, of the said Part B, being paid each week while at work except during the weeks of the "Show Period". The uniform allowance is paid to those employees who are issued with uniforms on the basis that the employees will be responsible for the maintenance of the uniform.
- (f) An employee will only be classified and paid at a higher level of skill if the Company has a vacancy at that level and the employee has attained the necessary skills and has been accredited to a higher level. The employee will be paid the rate for that classification regardless of the actual task carried out in the enterprise.
- (g) An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four (4) hours.

7. Occupational. Superannuation

Superannuation Legislation

- (a) 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 s.124 of the Industrial relations Act 1996 (NSW). These legislation, as varied from time to time, govern the superannuation rights and obligation of the parties.

- (b) Subject to the requirements of this legislation, superannuation contributions may be made to:
- (i) A fund to which a current employee covered by the provisions of the former Events Services Consent Enterprise Award 1995 is a member.
 - (ii) Any other agreed complying fund

8. Skill Level Definitions

- (a) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- (b) Weekly full-time and Part-time employees may be separately engaged as casual employees under the following conditions:
 - (i) The work carried out on the separate engagement is not within the usual job description of the employee concerned and the work to be done is in a section of the establishment separate from the employee's usual work section.
 - (ii) That the employee shall receive the appropriate rate of pay for a casual employee engaged in that particular job classification.
 - (iii) The separate engagement is at the instigation of the employee.
 - (iv) That any employee working a multi-hire engagement will receive a minimum break of 8 hours between the termination of employment on the multi-hire shift and the commencement of work in the next day.
- (c) Junior Employees paid in accordance with clause 6 (d) above, are only to be engaged in Operational Skill classifications at levels 1 and 2.

(Varied in C No 6948 of 1999, Commissioner Tabbaa, Decision dated 2 February 2000).

(A) Maintenance

Skill Level 2

This is the entry level for employees who do not have the appropriate skills and experience needed for classification at higher levels. Employees at this level perform only routine duties covering simple manual or mechanical tasks and operation of plant and equipment in a safe and workmanlike manner and work under regular supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those performed by a labourer.

Skill Level 3

Able to perform tasks at Maintenance Skill Levels 2 and 3 if and when required. Covers tasks requiring the performance of manual and mechanical skills and operation of plant and equipment and responsibility to ensure that the work is done to the standard required in a safe and workmanlike manner. Employees may be required to operate certain plant and equipment with the appropriate qualifications. Employees at this level work under limited supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those performed by a skilled labourer.

Skill Level 4

Able to perform tasks at Maintenance Skills Level 2, 3 and 4 if and when required. This level is equivalent to the unlicensed tradespersons level. Employees classified as this level require a full Trades Certificate or its equivalent.

Tasks at this level cover installation, maintenance and all associated tasks including operation of plant and equipment in a safe and workmanlike manner, preparation of materials and cleaning up, and on the job supervision of skill levels 2 and 3. Employees at this level works under minimum supervision. Without limiting the definition, examples of tasks at this level include, but are not necessary restricted to those performed by a painter, signwriter, carpenter or horticulturist.

Level Skill 5

Able to perform tasks at Maintenance Skill Levels 2, 3, 4 and 5 if and when required. This is an advanced tradesperson's level. Employees classified at this level require a full Trades License or its equivalent.

Tasks at this level cover installation, maintenance and all associated tasks including operation of plant and equipment in a safe and workmanlike manner, preparation of materials and cleaning up, and on-the-job supervision of Skill Levels 2, 3 and 4, etc. Employees at this level work under minimum supervision and perform minor decision making within the scope of the task.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by a licensed electrician or plumber.

Level Skill 6

Able to perform tasks at Maintenance Skill Levels 2 and 3, if and when required.

This is the supervisory level for employees at Maintenance Skill Levels 2 and 3. Covers tasks requiring supervisory skills and the ability to supervise, control and train employees at Maintenance Skill Level 3 and below in a safe and efficient manner. Performs appropriate administrative functions.

Employees at this level work with minimum supervision and perform minor decision making within the scope of the task.

Skill level 7

Able to perform tasks at Maintenance Skill Level 4 and 5 if and when required.

This is the on-the-job leading hand supervisory level for tasks at Maintenance Skill Levels 2, 3, 4 and 5. Covers tasks requiring supervisory skills and the ability to supervise, control and train employees at the Maintenance Skill Level 5 and below in a safe, effective and efficient manner. Performs appropriate administrative functions.

Employees at this level work only with minimum supervision and perform minor decision making within the scope of the task.

Skill Level 8

Able to perform tasks at Maintenance Skill Level 4, 5 and 6 if and when required.

This is the supervisory level for tasks at Maintenance Skill Levels 2, 3, 4, 5 and 6. Covers tasks requiring supervisory skills at an advanced level and the ability to supervise, control and train employees at the Maintenance Skill Level 5 and below in a safe effective and efficient manner including decision making and appropriate administrative functions.

Employees at this level work only with supervision by management in relation to attained objectives.

(B) Operational

Skill Level 1

This is the entry level for employees who do not have the appropriate skills or experience needed for classification at higher levels. Employees at this level work under direct supervision and perform only routine duties covering simple manual or mechanical tasks.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those performed by a Show assistant, cleaner, trainee house person, gate attendant or car park attendant.

Skill Level 2

Able to perform tasks at Operational Skill Level 1 if and when required. Employees at this level work under regular supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by an administrative assistant, gate person, ticket taker, information assistant, usher, ring official, scoreboard attendant, stores assistant, kitchen hand, first aid attendant, house person and car park supervisor.

Skill Level 3

Able to perform tasks at Operational Skill Levels 1 and 2 if and when required. Employees at this level work under limited supervision. Employees at this skill level must demonstrate skill and competency in problem solving, interpersonal and customer relations, security procedures and, where appropriate, cash handling.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by a security officer, ticket seller, guest relations officer, wardrobe assistant, make-up assistant, retailing assistant, kiosk attendant and scoreboard operator.

Skill Level 4

Able to perform tasks at Operational Skill Levels 1, 2, 3 and 4 if and when required. Employees at this level work under minimum supervision. Additional competencies and skills include an applied knowledge of the operation and technical systems for safe, effective and efficient operation of the person's area of expertise in accordance with statutory requirements and Company policies and procedures. A trade or other appropriate formal qualification may be required.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by a, sound/lighting operator, projectionist, audit-visual technician, stores supervisor, cook, camera person, event supervisor and supervisory house person.

Skill Level 5

Able to perform appropriate skills at Operational Skill Level 1, 2, 3 and 4, train and supervise employees under their control and perform the appropriate administrative and operational functions in accordance with Company policy and procedure and statutory requirements. Employees at this level work under minimum supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those performed by an assistant theatre manager, area supervisor, security supervisor, and usher supervisor.

Skill Level 6

Within specific areas of technical expertise provides training supervision and technical direction to employees under their control. Exercises discretion and judgement under general direction within parameters established by management.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those performed by a wardrobe supervisor, catering supervisor.

Skill Level 7

Within specific areas of technical expertise provides training supervision and technical direction to employees under their control, exercise discretion and judgement under general direction within parameters established by management.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those performed by: lighting and sound supervisor, box office/ticket selling supervisor.

Skill Level 8

Works under broad guidance consistent with Company objectives. Responsible for the planning and management of the work of other individuals and teams. Requires application of advanced management skills to ensure objectives are formulated and achieved.

A typical function at this level would include theatre manager.

9. Training

- (a) The Company acknowledges its commitment to provide for its weekly full time and part time employee's career paths and access to more varied, fulfilling and better paid jobs through training.
- (b) No employee will be required to perform work at a level of skill for which that employee has not received accreditation as a result of qualification. In accordance with the needs of the enterprise, training will be provided to enable weekly full time and part time employees to qualify for classification to and to make a contribution at higher levels of skill by the application of a Training and Accreditation Program.
- (c) The Company will accept responsibility for the organisation of "on-the-job" training but employees will assist as required in the training of other employees. For training "off-the-job" the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet staffing requirements.
- (d) The Company will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken "off-the-job" and outside normal working hours, approved by the Company as being in accordance with the needs of the enterprise, the Company will pay all necessary fees and the cost of essential textbooks, literature and stationery.
- (e) An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.
- (f) Where appropriate, the provisions of the Theatrical Employees (Training Wage) (State) Award shall apply to employees covered by this award.

10. Terms of Engagement

Weekly Full-time and Part-time Employees

- (a) Full-time employees will be engaged by the fortnight and will be paid the rate of pay for the appropriate skill level as set out in Table 1-Rates of Pay, of Part B, Monetary Rates.
- (b) Part-time employees may be engaged on the basis of a set number of ordinary hours (less than 76 hours) each fortnight as agreed in advance between the Company and the employee concerned.

Part-time employees will be paid pro rata at the rate for the appropriate skill level as set out in the said Table 1.

The provisions of subclause (b) of this clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave, annual leave loading and family leave will be allowed on a pro rata basis.

- (c) Probationary Period: Notwithstanding anything elsewhere contained in clause 10, Terms of Engagement, and Clause 11, Termination of Employment, a maximum of the first three months of full-time and part-time employment will be on a probationary basis and may be terminated by at least two days notice by either side. Provided that if the required notice is not given during the period the payment or forfeiture of two days wages, depending upon when the termination is effected, will be applied. The length of the probationary period will be specified in a new employee's Letter of Appointment.
- (d) Despite any other provision of this award, the Company is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
 - (i) any strike;
 - (ii) any breakdown of machinery, or
 - (iii) any stoppage of work for which the Company is not responsible.

Casual Employees

- (a) Notwithstanding anything else contained in this award the following shall be the total conditions of employment for casual employees (i.e. persons engaged by the hour and paid as such), in regard to rostering, hours of work and overtime.
- (b) Rates of pay for casual employees (other than those engaged for the "Show Period") are to have an additional 15 per cent loading added to the "Regular Rate" as set out in Table 1-Rates of Pay, of the Part B, Monetary Rates, in lieu of payment for annual leave, sick leave, public holidays, and long service leave.
- (c) Casual employees shall be engaged for a minimum of 4 consecutive hours.

Casual engagements shall not be cancelled or shortened with less than 2 hours notice. Where less than 2 hours notice is given to a casual employee of a cancellation or shortening of shift, the minimum engagement of 4 hours shall be paid.

- (d) During Show Periods, casuals shall be rostered with at least 8 hours between work on consecutive days.

11. Termination of Employment

Weekly Full-time and Part-time Employees

- (a) Employment may be terminated by either the Company or the employee at any time during the week by the giving of the following notice (except as provide by subclause (c) of clause 10, Terms of Engagement, and subclause (f) of this clause):

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

Plus one extra week for employees over 45 years of age with less than two years continuous service (except in the case of an employee, giving notice).

- (b) An employee who fails to give the appropriate notice may have money withheld to the equivalent of the notice period required.
- (c) The Company will not terminate an employee's employment for reasons related to the employee's conduct or performance unless the employee has been given the opportunity to defend himself or herself against the allegations made, or the Company could not reasonably be expected to give the employee that opportunity.
- (d) A full time or part time employee who has been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the Company) for the purpose of seeking another job.
- (e) Following a request from the terminated employee, the Company will provide a written statement of the period of employment and the type of work performed.
- (f) The Company may dismiss any employee without notice for malingering, inefficiency, and neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.
- (g) Abandonment of Employment- The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company or without notification to the Company, shall be prima facie evidence that the employee has abandoned employment and unless the absence is established to the satisfaction of the Company within a period of 14 days as having been due to a reasonable cause, termination shall operate as from the last day of attendance at work or authorised absence.

Casual Employees

Either the Company or the employee may terminate the employment of a casual employee without the giving of notice. However, the Company will pay wages for the minimum period as set out in subclause (f) of clause 11, Terms of Engagement, providing the employee works for the remainder of the minimum period if required to do so.

12. Hours of Work and Time Off

Weekly Full-time and Part-time Employees

To suit the needs of the enterprise ordinary hours will be worked on a rostered basis over a fortnightly period with the following limitations:

- (a) A maximum of 76 ordinary hours will be worked in any one fortnightly period.
- (b) A maximum of 14 ordinary hours will be worked in any 24-hours period (subject to occupational health and safety considerations).

- (c) An employee who works between the hours of midnight and 6.00 am will be paid at the ordinary rate plus a loading of 30 per cent.
- (d) Wash up time to be inclusive of ordinary-time hours.

13. Rostering (Ordinary Hours)

Weekly Full-time and Part-time Employees

- (a) Rosters will be provided at least seven days in advance. Roster changes given with less than 48 hours notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than 48 hours notice has been given except where the current shift being worked is extended.
- (b) If the notice is less than 48 hours it will be optional for the employee to work the roster.
- (c) Employees will be engaged for a minimum of 4 consecutive hours.

14. Overtime (Excluding "Show Period")

Weekly full time, Part Time and Show Asset Maintenance Casual Employees

- (a) For all work performed in excess of 76 hours of ordinary time in any fortnightly period or 12 consecutive hours in any 24-hours period, payment will be made at the rate of double time. Overtime will be calculated and paid at the end of each fortnightly period. Payment will be at the rate of pay for the classification level.
- (b) By agreement with the Company, a weekly full time or part time employee may take equal work time off in lieu of payment for overtime. Such time off will normally be taken at a time to suit the needs of the enterprise. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) Employees will be required to work a reasonable amount of overtime to meet the operational needs of the enterprise.
- (d) A full time or part time employee required to work overtime in excess of ordinary hours on any one day will be entitled to a break of eight hours before resuming work on the next day. The employee is entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay or ordinary working time occurring during the absence.
- (e) If any full time or part time employee is required by the Company to resume ordinary work before the eight hours have elapsed, the employee will be paid at the rate of double time for all time so worked until released from duty for eight consecutive hours.
- (f) A weekly full time or part time employee recalled to work after leaving work at the end of the required work for the day will be paid at the rate of double time for minimum of four hours work. These hours will be calculated and paid at the end of each fortnightly period as provided in subclause (a) of this clause.
- (g) A weekly full time or part time employee if, having elected to take time as leave in accordance with paragraph (b) 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 twelve (12) month period or on termination. Where no election is made in accordance with the said paragraph (b), the employee shall be paid overtime rates in accordance with the award.

Casual Employees (excluding "Show Period")

- (a) For all work performed in excess of 12 hours of ordinary time in any 24-hours period, payment will be made at the rate of double time. Overtime will be calculated and paid at the end of each fortnightly period. Payment will be at the rate of pay for the classification level.
- (b) Overtime shall be calculated on double the casual rate of pay for each hour worked, calculated to the nearest quarter hour.

15. Meal Breaks and Allowances

Weekly Full-time and Part-time Employees

- (a) All employees will be allowed an unpaid meal break of 30 minutes duration to be taken between four to six hours after the commencement of work (depending on the need of the enterprise). A maximum of 15 minutes will be allowed for movement to and from the lunchroom. Each subsequent unpaid meal break of similar duration will be taken between four to six hours after the time of the previous meal.
- (b) Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken except during the "Show Period".
- (c) All employees will be allowed a paid refreshment break of ten minutes in the first half of ordinary hours worked on each day, to be taken at the place of work and at a time to suit the needs of the enterprise.
- (d) An employee who has worked between midnight and 8.00 am (and has commenced work before 5.00 am) will be provided with a meal by the Company or be paid the amount as set out in Item 2 or Table 2- Other Rates and Allowances, of Part B, Monetary Rates, for each meal break occurring before finishing time except during the "Show Period".
- (e) Where overtime of 2 hours or more is required of an employee without notice having being given the day before, a meal allowance as set out in Table 2 - Other Rates and Allowances, will be paid, except during the "Show Period".

Casual Employees

- (a) All casual employees who work for more than four consecutive hours will be entitled to an unpaid meal break of 30 minutes duration to be taken between four and six hours after commencement of work (depending upon the needs of the operation). A maximum of 15 minutes will be allowed for movement to and from the lunchroom. However, an employee who works a shift of less than eight hours may elect not to take the meal break.
- (b) After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions except during the "Show Period".

16. Sick Leave

Weekly Full time and Part time Employees

An employee, who is absent from work on account of personal illness or injury by accident not arising out of and in the course of employment and who has been employed for more than 12 weeks, will be entitled to paid leave of absence of ten days for each year of service, subject to the following:

- (i) No payment will be made for any absence for which workers' compensation is paid
- (ii) The employee will endeavour to advise the Company of their expected absence prior to the normal commencement time and ensure that such advice is given no later than two hours after that.
- (iii) For absences of two days or more the employee will provide satisfactory evidence of the illness of injury.

- (iv) Any untaken sick leave at the end of each year's service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave.

17. Annual Leave

Weekly Full-time and Part-time Employees

Annual leave will be allowed to all employees in accordance with the Annual Holidays Act 1994. In particular, the following provisions will apply:

- (i) All employees engaged by the fortnight will be given four weeks annual leave for each completed year of service, being paid in advance the rate of pay they normally receive for their skill level for the period of leave taken.
- (ii) The annual leave may be taken in one or more periods by agreement between the employer and the employee.
- (iii) When a public holiday (as prescribed in clause 22) occurs while an employee is on annual leave then the leave period will be extended by one day for each such holiday that occurs.
- (iv) If the employment of a fortnightly paid employee is terminated, that employee will be paid for any outstanding leave entitlement at the normal rate of pay for the employee's skill level, including pro-rata payment for any part of a year's entitlement.

18. Annual Leave Loading

Weekly Full-time and Part-time Employees

An employee who goes on annual leave will be paid a loading of an additional 17.5 per cent of that employee's regular rate of pay for the period of leave.

An employee who is terminated by the Company will be paid a loading as a subclause (a) above for all untaken leave to which the employee is entitled. No payment will be made to an employee who has been terminated for misconduct in accordance with the provisions of subclause (f) of clause 11, Termination of Employment.

19. Public Holidays

For the purposes of this award, the following public holidays have been included in the calculation for the averaging of penalty rates for all employees: New Year's Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day. When a weekly full-time or part-time employee works on any of these Public Holidays the company will provide a day off work in lieu except during the "Show Period".

The following public holidays fall within the "Show Period" when employees are normally required to work. Compensation for payment in lieu of these holidays has been included in the "Show Rate" of pay for weekly full-time and part-time and casual employee classification levels during this period: Good Friday, Easter Saturday and Easter Monday (and Anzac Day when it falls within the "Show Period").

20. Payment of Wages

All moneys payable to employees will be paid on Thursday of each fortnight by electronic funds transfer.

For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

21. First Aid Allowance

An employee who holds an appropriate first-aid certificate and who is appointed by the Company to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item 3 of Table 2-

Other Rates and Allowances, of Part B, Monetary rates, in addition to the wage rate as set out in Table 1-Rates of Pay, of the said Part B.

22. Parental Leave

Weekly Full time and Part time Employees

Employees will be entitled to parental leave as provided by the Industrial Relations Act, 1996.

23. Personal Carers Leave

Weekly Full time and Part time Employees

(i) Use of sick leave:

- (a) An employee with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause any current or accrued sick leave entitlement, provided for in clause 11, sick leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee; or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of other; and
 - (3) 'household' means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid leave for family purpose
- An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) or subclause (1) who is ill.
- (iii) Annual leave
- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five (5) days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties;
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this award;
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.
- (iv) Time off in lieu of payment for overtime
- (a) An employee may elect with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination. Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make up time
- (a) An employee may elect, with the consent of the employer, to work 'make up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay;
- (b) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.
- (vi) Rostered days off
- (a) An employee may elect with the consent of the employer to take a rostered day off at any time.
- (b) An employee may elect with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect with the consent of the employer to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

24. Jury Service

Weekly Full-time and Part-time Employees

An employee required to attend for jury service will be reimbursed by the Company the difference between the amounts received for the service and the amount the employee would have earned for ordinary hours, on production of evidence of payment received for the service.

25. Long Service Leave

Weekly Full-time and Part-time Employees

Employees will be entitled to long service in accordance with the provisions of the Long Service Leave Act, 1955.

26. Bereavement Leave

Weekly Full-time and Part-time Employees

- (i) An employee shall be entitled to up to two (2) days bereavement leave without deduction of pay on which occasion of the death of a person prescribed in subclause (iii) of this clause.
- (ii) 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.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purpose of personal carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 12, Personal carers' leave, provided that for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) 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.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 12. In determining such a request the employer will give special consideration to the circumstances of the employee and the reasonable operational requirements of the business.

27. Introduction of Change

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have signification effects on employees, the Company will notify the employees who may be affected by the proposed changes, and the union, if the employees are members.
- (b) "Signification effects" include termination of employment, major changes in the composition of the Company's work force or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alternation of hours of work, the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs. However, where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a signification effect.

- (c) The Company will discuss with the employees affected and, if they are members of the union, the union inter alia, the introduction of the changes referred to in subclause (a) of this clause the effects the changes are likely to have on employees, and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.
- (d) The discussion will commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause (a) of the clause.
- (e) For the purposes of such discussion, the Company will provide in writing to the employees concerned and, if they are members of the union, to their union, 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. However, the Company will not be required to disclose confidential information, the disclosure of which would be inimical to the Company's interests.

28. Redundancy

Weekly Full-time and Part-time Employees

- (a) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to the termination of employment, the Company will hold discussions with the employees directly affected and with their union.
- (b) The discussions will take place as soon as practicable after the Company has made a definite decision which will invoke the provisions of subclause (a) of this clause, and will 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 terminations on the employees concerned.
- (c) For the purposes of the discussion the Company will as soon as practicable, provide in writing to the employees concerned and their union, 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. However, the Company will not be required to disclose confidential information, the disclosure of which would be inimical to the Company's interests.
- (d) Where an employee is transferred to lower paid duties for reasons as set out in subclause (a) of this clause, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if employment had been terminated, and the Company may, at the Company'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 lower ordinary time rates for the number of week still owing.
- (e) In addition to the period of notice prescribed for ordinary termination in subclause (a) of clause. Termination of Employment, an employee whose employment is terminated for reasons as set out in subclause (a) of this clause, will be entitled to the following amount of severance pay in respect to a continuous period of service:

Period of Continuous Service Up to the completion	Severance Pay
Of 5 years	1 week's pay for each completed year of service
5 years and over	3 week's pay for each completed year of service

In addition to the above scale, one additional week's pay per year of service will be paid to employees over the age of 45 years at the date of the redundancy offer being made by the Company.

"Week's Pay" means the ordinary time rate of pay for the classified skill level for the employee concerned.

The severance payments on the above scale shall not exceed the amount, which the employee would have earned if employment with the Company had proceeded to 65 years of age.

- (f) In addition, employees will be paid the following benefits:
- (i) Payment of all accrued sick leave.
 - (ii) Payment of annual leave loading on all accrued annual leave.
 - (iii) Payment of pro rata long service leave for employees with more than five years continuous service.
- (g) An employee whose employment is terminated for reasons set out in subclause (a) of this clause may terminate employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiration of such notice.

In such circumstances the employee will not be entitled to payment in lieu of notice.

- (h) During the period of notice if termination given by the Company an employee will be allowed up to two days time off without loss of pay during each week of notice, for the purpose of seeking other employment.

The employee must make application for the time off and may be required to produce proof of attendance at an interview to qualify for payment for the time absent. A statutory declaration will serve as adequate proof of attendance.

- (i) Any employee made redundant will be entitled to medical examination, without loss of pay, and be carried out by a doctor of their choice.
- (j) Where a decision has been made to terminate employees in the circumstances outlined in subclause (a) of this clause, the Company will notify the accredited Employment Agencies in the employees immediate vicinity as soon as possible giving relevant information including the number and categories of employees likely to be affected and the period over which the terminations are intended to be carried out.
- (k) The continuity of employment of an employee will be deemed not to have been broken by reason of transmission of business and the whole period of employment will be deemed to be service for the application of this clause.
- (l) This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficient or neglect of duty, or in the case of casual employees.

29. Amenities

The Company will provide facilities for employees to change clothing and a suitable facility for meals, equipped with food heating and tea making facilities.

30. Disciplinary Procedure

- (a) The supervisor of the employee concerned may issue warnings when, in the supervisor's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasion, unless the offence is of a particularly serious nature.
- (b) The establishment of warning system will not preclude the right of the Company to dismiss an employee without the issue of a written warning, in accordance with subclause (f) of clause, Termination of Employment.
- (c) The basis of the three-warning system is as follows:

- (i) An employee whose conduct is deemed unsatisfactory by the supervisor may be given a first written warning.
- (ii) Should no improvement be forthcoming, and then a second written warning may be issued.
- (iii) A third, or final, written warning can be issued if there has been no improvement. If no improvement occurs after the issuing of a final warning then the employee is liable to dismissal.
- (iv) Each warning will remain in force, individually, for two years. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of two years. This allows an employee to improve behaviour.
- (v) All written warnings are to be given in the presence of the employee's nominated representative, if the employee so desires.

31. Disputes Procedure

- (a) The following procedure will be followed in dealing with any dispute arising out of the operation of this award or any matter relating to the employment of personnel covered by this award:
 - (i) The employee or employees concerned will discuss the matter with the immediate supervisor or appropriate manager in the presence of the Union delegate if the employee(s) so wish (es)
 - (ii) If the matter is not resolved, it will be brought to the attention of the Chief Executive who will attempt to settle the matter by consultation.
 - (iii) If the matter is not resolved, and the employee so wishes, the Secretary of the appropriate Union (or the Secretary's representative) will be advised, and further discussions will be held in an attempt to settle the matter.
 - (iv) If the above steps are unsuccessful, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.
 - (v) While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.
 - (vi) All employees are to be made familiar with this disputes procedure and are to give an undertaking to observe it.

32. Union Business

- (a) The Company acknowledges the right of the Union's accredited delegates to conduct legitimate union business during operational time, and will do whatever is practicable to achieve the continuance of harmonious industrial relations through co-operation with accredited delegates.
- (b) The Company will provide a locked notice board in an area convenient to either staff changing facilities or rest rooms, for the purpose of the Union posting notices and a copy of this Award, and variations. A duly authorised representative of the Union will keep the key.
- (c) Union members will be entitled to attend two on-site meetings in any calendar year, without loss of pay, provided that:
 - (i) such meetings are called at a time convenient to the parties to this Award,
 - (ii) the union provides the Company with 14 days clear notice in writing, of its intention to call such a meeting, and
 - (iii) meetings do not exceeding two hours duration.

33. Anti Discrimination and Harassment

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

34. No Extra Claims

It is a term of this Agreement that all employees bound by this Agreement will not pursue any extra wage claims, award or over award, or any other changes to conditions of employment for the life of this Agreement.

PART B

MONETARY RATES

Table 1A- Rates of Pay - 1 July 2005 (+ 4%)

Subject to Clause 6 C (i) and (ii)

Current rates	REGULAR Hourly rate \$	casual rate \$	SHOW RATE * (Others) \$	show rate # (ASSET Maint) \$
Level 1	17.13	19.70	18.88	21.41
Level 2	18.40	21.14	20.46	22.99
Level 3	19.58	22.54	21.76	24.49
Level 4	20.99	24.14	23.70	26.25
Level 5	22.25	25.60	25.29	27.84
Level 6	23.40	26.90	26.72	29.23
Level 7	23.96	27.55	27.42	29.95
Level 8	25.22	29.01	29.00	31.53

Refer Clause 8, Skill Level Definitions: A Maintenance

* Refer Clause 8, Skill Level Definitions: B Operational

Table 1B- Rates of Pay - + 1 July 2006 (+ 3%)

Subject to Clause 6 C (i) and (ii)

Current rates	REGULAR Hourly rate \$	casual rate \$	SHOW RATE * (Others) \$	show rate # (ASSET Maint) \$
Level 1	17.64	20.29	19.44	22.06
Level 2	18.95	21.78	21.07	23.68
Level 3	20.17	23.21	22.41	25.23
Level 4	21.62	24.86	24.41	27.04
Level 5	22.91	26.37	26.05	28.68
Level 6	24.10	27.71	27.52	30.11
Level 7	24.68	28.38	28.25	30.85
Level 8	25.98	29.88	29.87	32.48

Refer Clause 8, Skill Level Definitions: A Maintenance

* Refer Clause 8, Skill Level Definitions: B Operational

Table 1C- Rates of Pay - 1 July 2007 (+ 3%)

Subject to Clause 6 C (i) and (ii)

Current rates	REGULAR Hourly rate \$	casual rate \$	SHOW RATE * (Others) \$	show rate # (ASSET Maint) \$
Level 1	18.17	20.90	20.03	22.72
Level 2	19.52	22.43	21.70	24.39
Level 3	20.78	23.91	23.08	25.98
Level 4	22.27	25.61	25.15	27.85
Level 5	23.60	27.16	26.83	29.54
Level 6	24.83	28.54	28.34	31.01
Level 7	25.42	29.23	29.09	31.78
Level 8	26.76	30.77	30.76	33.45

Refer Clause 8, Skill Level Definitions: A Maintenance

* Refer Clause 8, Skill Level Definitions: B Operational

Table 2- Other Rates and Allowances

Item	1 July 2005	1 July 2006	1 July 2007
Uniform Allowance	\$14.56	\$15.00	\$15.45
First Aid Allowance	\$2.54	\$2.62	\$2.70
Meal Allowance	\$9.51	\$9.80	\$10.09

E. A. R. BISHOP, Commissioner.

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(1669)

SERIAL C4206

OMYA AUSTRALIA PTY. LIMITED - MOSS VALE - ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Omya Australia Pty Ltd.

(No. IRC 5592 of 2005)

Before Mr Deputy President Sams

17 November 2005

AWARD

PART A

1. Title

This award shall be known as the Omya (Australia) Pty. Limited - Moss Vale - Enterprise Award 2005

2. Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties Bound
4.	Scope of Award
5.	Relationship to Parent Award and Enterprise Awards
6.	Date and Period of Operation
7.	Aim of Award
8.	Classifications
9.	Pay Rates
10.	Joint Consultative Committee
11.	Hours
12.	Overtime
13.	Holiday Leave and Other Leave
14.	Respirators, Protective Clothing
15.	Grievance Procedure
16.	Disciplinary Procedure
17.	Training
18.	Trade Union Training Leave
19.	Job Security and Redundancy
20.	Contract of Employment
21.	Anti-Discrimination
22.	Superannuation
23.	Declaration
24.	No Extra Claims
25.	Future Negotiations

PART B - RATES AND ALLOWANCES

Table 1 - Rates of Pay

Table 2 - Allowances

Appendix A - Classification Structure Production and Maintenance Employees

3. Parties Bound

This Award shall be binding upon:

Omya (Australia) Pty Limited (hereinafter referred as the "Company") in respect of its operations located at Lackey Road Moss Vale;

The Australian Workers' Union, New South Wales ("AWU");

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales branch ("AMWU"); and

The Electrical Trades Union of Australia, New South Wales Branch ("ETU"). The AWU, the AMWU, and the ETU are hereinafter referred to as the "Unions".

4. Scope of Award

This Award shall apply to employees of the Company at the Lackey Road Moss Vale plant engaged in the milling, pulverising, coating, packaging and despatch of limestone and maintenance who are members or eligible to be members of one or other of the Unions and who are employed in one or other of the Production and Maintenance classifications set out in Appendix A of this Award. (hereinafter referred as "employees").

5. Relationship to Parent Awards and Enterprise Awards

This Award rescinds and replaces the "Omya (Australia) Pty Limited - Moss Vale - Enterprise Award 2002" published 18 July 2003 (340 I.G. 512) (the "Previous Award").

This Award will operate in conjunction with the following Awards:

the Metal Engineering and Associated Industries (State) Award published 8 June 2001 (325 I.G. 209); and

the Electricians, &c. (State) Award published 29 June 2001 (325 I.G. 808).

In the event of any inconsistency with the above Awards, this Award, namely the Omya (Australia) Pty Ltd. Moss Vale Enterprise Award 2005, will take precedence and shall apply.

6. Date and Period of Operation

6.1 This Award shall commence on 17 November 2005 and shall remain in force until 24 September 2008.

6.2 The parties agree if at any time within six months of the expiry of this Award one or more of the unions serves a letter on the Company requesting the commencement of negotiations for a new award, then the Company must commence those negotiations within 14 days of receipt of such a letter.

7. Aim of Award

This Award aims to further develop a flexible and multi-skilled workforce allowing a "team" approach to all activities. This team approach allows any employee to perform any task on site for which that employee is appropriately trained.

8. Classifications

8.1 Workplace Skills and Activities

The following are workforce skills/activities which employees may be asked to perform. No-one shall be asked to perform any activities without adequate training.

Communication skills
Occupational Health and Safety
Production and Process
Product Packaging
Material Handling
Dispatch of Product
On-line Minor Maintenance and Lubrication
Complete Maintenance (Electrical and Mechanical)
Problem Solving/Team Skills
Quality, Sampling and Testing
Instructing and Training
Leading Hand and Supervisory
Specialist Skills
General Duties cleaning, amenities, grounds

8.2 Utilisation of Skills

- (a) Employees shall be employed to carry out such duties as may be directed by the Company from time to time subject to the limits of their skill, competence, training and obligations of the Occupational Health and Safety Act 2000 (NSW). This includes duties envisaged by the employee's classification, as well as duties envisaged by a lower classification.
- (b) The purpose of requiring employees to work in any or all of these areas is to promote flexibility in skill utilisation and not to promote deskilling.
- (c) Any employee may at any time carry out such duties and use such tools and equipment as may be directed by the Company provided that the employee has been properly trained in the use of such tools and equipment.
- (d) Disputes arising in relation to the operation of this clause shall be dealt with in accordance with Clause (15) Grievance Procedure following prior consideration of the issue in accordance with the consultative mechanism in Clause 10.

8.3 Classification Structure

Employees shall be classified in accordance with Appendix A.

8.4 Progression and Entry to Work Team

All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace and employees' career paths.

9. Pay Rates

9.1

- (a) All pay rates are total pay rates excluding allowances listed in 9.2 of this clause.
- (b) Rates of pay that apply under the Previous Award are increased by 4% from the beginning of the first full pay period to commence on or after 24 August 2005.

- (c) Rates of pay will increase by a further 4% from the first full pay period commencing on or after the first anniversary of the date this Award is made by the Industrial Relations Commission of New South Wales.
- (d) Rates of pay will increase by a further 4% from the first full pay period commencing on or after the second anniversary of the date this Award is made by the Industrial Relations Commission of New South Wales
- (e) Rates of pay applicable prior to the commencement of this Award are shown in the table appearing at paragraph (h) of this subclause.
- (f) Rates or pay applicable from the first full pay period occurring on or after 24 August 2005 are shown in Table 1 and Table 2 of Part B of this Award
- (g) Rates of pay in this Award include a site disability allowance. Accordingly, the rates of pay in this Award compensate employees for the disabilities associated with working at the Moss Vale plant including climatic conditions such as dust blowing in the wind, sloppy and muddy conditions and the lack of usual amenities associated with factory work, etc, and for the additional disabilities of being required to work when exposed to inclement weather. "Inclement weather" means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, cold temperatures, high temperatures or any combination thereof.
- (h) Rates of Pay Prior to the commencement of this Award effective from 24 September 2004

Production and Maintenance Employees - Classification	Per week \$	Per hour \$
Level 11 - Electronics Tradesman	1021.21	26.87
Level 10 - Advanced Engineering Tradesperson II (Maintenance, Planner)	985.53	25.93
Level 9 - Engineering Tradesperson Special Class II	914.31	24.06
Level 8 - Engineering Tradesperson Special Class I	844.22	22.22
Level 7 - Engineering Tradesperson II/Plant Electrician	809.54	21.30
Level 6 - Engineering Tradesperson I	774.33	20.38
Level 5 - Senior Plant Controller	744.33	20.38
Level 4 - Plant Controller	745.77	19.62
Level 3 - Operator	725.37	19.09
Level 2 - Operator	665.68	17.51
Level 1 - Entry Level Operator	599.37	15.77

Notes:

1. Hourly Rate includes Tool Allowance Levels 5 and above.
2. Hourly Rate includes First Aid Allowance where applicable.
3. Electrician's License to be added into hourly rate.
4. To progress from level 1 to level 2, an Entry Level Operator must achieve the following core requirements:
 - (a) have basic plant safety and knowledge;
 - (b) perform bagging of product and bulk despatch
 - (c) have obtained learner's permits for operation of front end loaders and forklifts

5. To progress from level 2 to level 3 an existing Operator must:
 - (a) Understand and perform the Company train unloading procedure in conjunction with the locomotive Operator (if required)
 - (b) Carry out quality sampling and testing for his/her area of work in accordance with Company procedures;
 - (c) Carry out feed preparation at Moss Vale in accordance with Company procedures;
 - (d) Obtain front end loader and fork lift ticket;
 - (e) Obtain occupational health and safety skills;
 - (f) Have a basic understanding and can operate 119 Pin mill and associated feed in accordance with Company procedures;
 - (g) Can assist in problem solving and minor maintenance involving production process; and
 - (h) Crane operation (if required).
6. To progress from level 3 to level 4 an existing Operator must:
 - (a) have already competently achieved Level 3 skills and knowledge;
 - (b) Exhibit competency in control, operation and production maintenance of all Milling Systems in accordance with Company procedures;
 - (c) Exhibit ability to optimise process milling efficiency in accordance with Company procedures;
 - (d) Be responsible for and undertake production quality control and testing in accordance with Company procedures; and
 - (e) Perform other duties for which he or she is qualified..
7. To progress from level 4 to level 5 an existing Operator must
 - (a) have already competently achieved Level 4 skills an knowledge
 - (b) conduct Programmed inspections in accordance with Company procedures;
 - (c) Conduct Programmed routine shutdowns; in accordance with Company procedures; and
 - (d) Conduce Programmed maintenance.
8. Tradesmen at level 6 and above must be able to operate milling circuits if so required.

Note. The above criteria for progression between levels were agreed to by the parties in resolution of Industrial Dispute, IRC 7072 of 2002.

9.2 Allowances

Allowances will be increased in accordance with the dates identified for wage adjustments.

Allowances applying from the first full pay periods on or after 24 August 2005, the first anniversary of the date of making of this Award and the second anniversary of the date of making this Award are shown in and Table 2 of Part B of this Award . The allowances below are the allowances applicable prior to the making of this Award.

- (a) Shift Allowance
- | | |
|-----------|----------------|
| Day | \$10.73/ shift |
| Afternoon | \$21.44/ shift |
| Night | \$32.15/ shift |
- (b) Leading Hand
- \$7.86 per 8 hour shift
- (c) First Aid
- \$13.18 per week
- (d) Tool Allowance (is included in hourly rate)
- \$13.13 per week
- (e) Electricians Licence (to be included in hourly rate)
- \$32.44 per week

9.3 SAFETY NET CLAUSE

This Award reflects a joint commitment by the Company, the employees and the Unions to provide workplace and employment conditions in which the services of the Company can be delivered in an efficient, flexible and profitable manner.

The parties recognise that previous work organisation and industrial agreements have developed and implemented positive changes to the enterprise. It is the intention of the parties to continue to negotiate and reach subsequent agreements that will be registered through the Industrial Relations Commission of New South Wales.

10. Joint Consultative Committee

The parties covered by this Award shall participate in a consultative mechanism with appropriate representation of employer and employee(s) and/or the Unions with procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise.

The representatives of the work site may meet for the purposes of finalising an agreement.

The Company shall continue the consultative process currently being conducted with employees. The consultative process is the cornerstone to employees understanding the progress and difficulties of the Company. It also allows for a sharing of ideas. The frequency of these meetings should be negotiated at each site.

11. Hours

11.1 Day Workers

- (a) The ordinary hours of work shall be 38 hours per week and be between 6.00 am. and 6.00 p.m., 7 days per week. Ordinary hours worked per day may be increased from eight hours and up to 12 hours on a site where the Company and the Union and the majority employees agree provided that the ordinary hours do not exceed an average of 38 hours per week. Seven day roster arrangements may be introduced at a site where the Company and the Unions and the majority of employees agree. Ordinary hours are to be paid at single time except where subclause (g) Saturdays, Sunday and Holidays, of this subclause applies.

- (b) The methods of implementation referred to in paragraph (a) above shall be any one of the following:-
 - (i) by employees working less than eight ordinary hours on one or more days each week; or
 - (ii) by fixing one day on which all employees will be off during a work cycle of 152 ordinary hours; or
 - (iii) by rostering employees on various days of the week during a work cycle of 152 ordinary hours so that each employee has one day off during that cycle; or
 - (iv) by accumulating RDO's to be taken in a block at a time mutually suitable to the Company and the employee and if agreed by both parties.
- (c) Provided that, except as otherwise provided herein, not less than seven (7) days notice shall be given to weekly employees of a rostered day off.
- (d) Where a rostered day off falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternate day in that four week cycle or the next cycle is agreed between the Company and the employee.
- (e) The Company shall be entitled to fix the start and finish times for each site or section within the spread of hours agreed in paragraph (a) and to alter them either by mutual consent or by giving employees one week's notice.
- (f) Meal break time is unpaid and must be additional to the agreed hours of work. An employee shall not work for a longer period than 5 hours without a meal break.
- (g) Saturdays, Sunday and Holidays
 - (i) Workers required to work on Saturdays (midnight Friday to midnight Saturday) as part of their normal roster shall be paid at time and a half for all ordinary hours worked.
 - (ii) Workers required to work on Sundays (midnight Saturday to midnight Sunday) as part of their normal roster shall be paid at double time for all hours worked.
 - (iii) Workers required to work on Public Holidays as part of their normal roster shall be paid at double time and a half for all hours worked.
 - (iv) The above extra rates are paid in substitution for and not cumulative upon shift work allowances prescribed in subclause 9.2 of clause 9, Pay Rates.

11.2 Shift Work

(a) Requirements

All employees are engaged on the basis that they may be required to work shifts as required by the Company with one week's written notice.

(b) Hours

The average ordinary working hours of shift workers shall be fixed by normal agreement between the Company and the employees but shall not exceed an average of 38 hours per week over a four week period. Shifts shall be eight hours per day provided that shifts up to 12 ordinary hours may be worked where the majority of the Company, the Unions and the affected employees agree.

(c) Roster

Shifts shall be rostered so as to provide for weekly change of shifts unless otherwise agreed. The Company shall be entitled to fix the shifts rostered for each site or section and alter them by mutual consent or by giving one week's notice.

(d) Rostered Days Off

These shall be organised according to a roster or other arrangement under Clause 11.1b(iii).

(e) Meal Break

Twenty minutes meal time shall be allowed to shift workers which shall be paid as time worked. These breaks shall be at a convenient time agreed with the Company.

(f) Changeover

Leading hands or supervisors are required to arrange relief when an employee is unable to attend his/her shift. Employees who are unable to attend their shift must endeavour to contact the lead hand or supervisor in advance.

(g) Saturday, Sunday and Holidays

(i) Shift workers required to work on Saturdays (midnight Friday to midnight Saturday) as part of their normal roster shall be paid at time and half for all ordinary hours worked.

(ii) Shift workers required to work on Sundays (midnight Saturday to midnight Sunday) as part of their normal roster shall be paid at double time for all hours worked.

(iii) Shift workers required to work on Public Holidays as part of their normal roster shall be paid at double time and half or all hours worked.

(iv) These rates are calculated prior to adding the shift allowance.

(v) The above extra rates are paid in substitution for and not cumulative upon shift work allowances prescribed in subclause (9.2).

(h) Roster

The Company shall be entitled to fix the shift rosters for each site or section and alter them by mutual consent or by giving employees one week's written notice.

(i) Swapping Shifts

Employees may swap shifts by private arrangement between each other provided that:-

both employees obtain their supervisor's prior approval;

time records show the employee who actually worked the shift and the employee who was rostered to work the shift; and

the Company will pay the employees for the shifts actually worked.

(j) Overtime

Shift workers shall be paid for all overtime at the rate of time and a half for the first two hours and double time thereafter, except overtime work on a public holiday shall be paid at double time and a half.

11.3 Casual Employees

A casual employee for ordinary working time shall be paid per hour one-thirty eighth of the weekly rate for the work which he/she performs plus 15 per centum for a minimum payment of four hours per day, plus 1/12th of the hourly rate for annual leave. This penalty shall be in lieu of payment for sick leave, annual leave and public holidays. Casual employment will be limited to 6 months.

11.4 Part-Time Employment

- (a) An employee may be engaged by the week to work on a part-time basis for a constant minimum number of hours each week which shall be less than 38 hours.
- (b) The spread of hours shall be the same as those prescribed in subclause (11.1) Day Workers.
- (c) Any hours worked in excess of 38 per week shall be paid at overtime rates.
- (d) An employee so engaged shall be paid one thirty eighth of the weekly rate for each hour worked except as provided for in (c) above.
- (e) All other entitlements such as sick leave, annual leave and long service etc. shall be provided on a pro rata basis.
- (f) Supply of protective clothing as per Clause 14, Respirators, Protective Clothing, of this Award.

12. Overtime

- (a) All work done in excess of usual daily ordinary hours shall be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (b) All time worked on Sundays by day workers shall be paid for at the rate of double time, and all time worked on public holidays by day workers shall be paid for at the rate of double time and a half.
- (c) An employee required to work overtime for more than two hours after his/her ordinary ceasing time and who has not been notified before leaving his/her work on the previous day or earlier that he/she would be required to work such overtime, shall either be supplied with a meal or paid the sum of \$9.70 in lieu thereof and, if the work extends beyond that meal, he/she shall be paid a further sum of \$9.70 for each subsequent meal which falls within that period of overtime.
- (d) An employee, after completion of overtime work (except for meal breaks) after his/her usual time shall, provided he/she would ordinarily be required to take up duty at the time fixed for the commencement of the next ordinary day's work, be entitled to be absent until he/she has had eight consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence. In the case of call outs this provision will only apply if the employee does not have 8 consecutive hours off duty between normal finishing time and normal starting time for the next rostered shift. Should this occur again immediately after the second shift, the time off entitlement will rise to 10 hours. If, on the instruction of the Company, any employee resumes work without having had the appropriate time off duty he/she shall be paid at double time rates until relieved from duty to take such rest period and he/she shall then be entitled to be absent until he/she has had the entitled consecutive hours off duty, without deduction of pay for ordinary time off duty occurring during such absence.
- (e) Overtime is not payable when arranged between the employees themselves.
- (f) Employees who are rostered to work overtime and cannot attend must notify the Company prior to the shift to allow alternate arrangements to be made.
- (g) Shift workers will not be paid overtime for the purpose of effecting the customary rotation of shifts.
- (h) Overtime will not be paid except where it has been authorised by the Company.

12.1 Call Out

- (a) Employees who are called out after having completed their day's work shall be paid for not less than four hours at the appropriate overtime rate in paragraph (a) of this clause 12..

13. Holiday Leave & Other Leave

Payment (to the amount which would ordinarily have been paid had the day been a working day) shall be made for the following days or the days upon which they are observed: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and any other day gazetted or proclaimed as a public holiday within the State and observed in the locality of the enterprise. One day per annum on a date of mutual agreement between employees and the Company shall be a holiday as the picnic day of the AWU, AMWU and ETU

Employees not required to work on the said Picnic Day shall be paid for the holiday at the ordinary rates of pay prescribed in Clause (9), Pay Rates of this Award.

No deduction shall be made from the wages of a weekly employee for holidays not worked and if work is done on a holiday the employee shall be paid at the rate of double time and a half for the time worked with a guarantee of four hour's pay.

When an employee is absent from his/her employment on the working day before or after a holiday without a doctor's certificate or without the Company's consent, the employee shall not be entitled to payment for such holiday.

13.1 Long Service Leave

See *Long Service Act*, 1955 as amended.

13.2 Annual Leave

See *Annual Holidays Act*, 1944.

13.3 Annual Leave Loading

- (a) In this Clause the Annual Holiday Act, 1944, is referred to as "the Act".
- (b) Before an employee is given and takes his/her annual holiday, or where, by agreement between the Company and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the Company shall pay the employee a loading determined in accordance with this clause.
- (c) The loading is payable in addition to the pay for the period of holiday given and taken due to the employee under the Act and this Award.
- (d) The loading is the amount payable at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this Award for the classification in which the employee was employed immediately before commencing his/her annual holiday together with all purpose allowances where applicable.
- (e) Employees who take annual leave in advance shall be paid a pro rata amount of annual leave loading as if the annual leave had fully accrued. Provided that, if the employee leaves his/her employment with the Company for any reason prior to the period of the annual leave, loading that was paid in advance shall be deducted by the Company from any monies owing to the employee.

- (f) Where, in accordance with the Act, the Company'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 subclause (d) of this subclause.
 - (ii) 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, a pro rata amount for annual leave loading in proportion to the accrued entitlement.
- (g)
 - (i) When the employment of an employee is terminated by the Company 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 subclause (d) for the period not taken.
 - (ii) Except as provided by paragraph (i) of this subclause, no loading is payable on the termination of an employee's employment.
- (h) 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.

13.4 Other Leave

- (a) Bereavement Leave
 - (i) An employee shall, on the death within Australia of a wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, child or stepchild be entitled on notice to leave, up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of the Company.
 - (ii) This Clause shall have no operation while the period of leave under it coincides with any other period of leave.
 - (iii) For the purpose of this Clause the words "wife" and "husband" shall include a person who lives with the employee as a defacto wife or husband.
- (b) Jury Service
 - (i) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of 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.
 - (ii) An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

(c) Compassionate and Discretionary Leave

In circumstances where genuine need and hardship arises an employee shall be entitled to request leave from the Plant Manager. Such leave could be with or without pay depending on circumstances.

13.5 Sick Leave

- (a) The parties commit to maintaining the incidence of sick leave (including carer's leave) to a satisfactory level, that being an average of five (5) days per annum per employee.
- (b) Paid leave of absence shall be provided in all cases where absence is necessary on account of genuine personal illness and/or injury.
- (c) Each individual case will be reviewed by a representative of management and reviewed on its own merits. When necessary the approval and length of paid sick leave will be determined after consultation with the employee and the Union.
- (d) The employee is to notify the employer of the inability to attend for duties, the nature of the illness and incapacity and the estimated duration of the absence within eight hours of the commencement of the absence.
- (e) Breaches of notification, failures to provide necessary medical evidence and unusual or excessive taking of sick leave determined by Management shall be discussed between the representatives of the Company, the employee and an official of the relevant Union and the appropriate action determined.
- (f) Employees are not required to supply Doctor's certificates for up to two single days sick leave per annum. An additional two days' sick leave per annum shall be allowed without the production of a Doctor's certificate, however for these two days only the employee shall be required to produce a statutory declaration stating the employee was unable to attend for duty and declare the illness or injury. Any sick leave in excess of four days per annum must be substantiated with a Doctor's certificate. All Doctor's certificates shall state the period of illness or injury and state the nature of the illness or injury.
- (g) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to worker's compensation.
- (h) Any dispute about the application of this clause will be dealt with in accordance with clause 15, Grievance Procedure. .

Leave Reserved

Leave is reserved to apply to the Commission as may be advised about the operation or variation of this clause.

13.6. Personal/Carer's Leave

- (a) Use of Sick Leave
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section (b) of subclause (iii) of paragraph (a) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, up to 5 days of his or her sick leave, provided for in clause 13.5 Sick Leave, in any year of his or her employment for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (ii) The employee shall, if required, establish 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.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a 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
 - (iv) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (iv) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.
- (b) Unpaid Leave for Family Purpose
- (i) An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section B of subparagraph (iii) of paragraph (a) of this clause who is ill.
- (c) Annual Leave
- (i) An employee may elect with the consent of the Company, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

- (ii) Access to annual leave, as prescribed in subparagraph (i) of paragraph (c) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) Time Off in Lieu of Payment for Overtime
- (i) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.
 - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) If, having elected to take time as leave in accordance with subparagraph (i) of paragraph (d), the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (iv) Where no election is made in accordance with the said subparagraph (i) of paragraph (d), the employee shall be paid overtime rates in accordance with the award.
- (e) Make-up Time
- (i) An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (f) Rostered Days Off
- (i) An employee may elect, with the consent of the Company, to take a rostered day off at any time.
 - (ii) An employee may elect, with the consent of the Company, to take rostered days off in part day amounts.
 - (iii) An employee may elect, with the consent of the Company, 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 Company and employee, or subject to reasonable notice by the employee or the Company.
 - (iv) This subclause is subject to the Company 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.

14. Respirators, Protective Clothing Etc

- (a) Where necessary, the Company shall provide free of charge, safety equipment and protective clothing appropriate to the employee's duties. Such equipment shall be properly maintained and used by the employee.

- (b) All equipment issued in accordance with this Clause shall remain the property of the Company and shall be returned to the Company on demand and in event of termination of employment.
- (c) The Company shall provide all employees with replacement items as necessary upon damage or being worn out and return of the worn out article to the nominated Officer.
- (d) Upon the making of this Award by the Industrial Relations Commission a one-off issue of four pairs of socks per employee shall be made to each employee. Additional pairs are to be provided on a genuine fair, wear and tear basis.
- (e) Upon the making of this Award by the Industrial Relations Commission the Company shall provide to each employee one leather belt which shall be worn by employees whilst attending for duty.

15. Grievance Procedure

The procedure for the resolution of industrial dispute will be in accordance with section 14 of the *Industrial Relations Act, 1996*. These procedural steps are:

- (a) Procedure in relation to a grievance of an individual employee:
 - (i) The employee is required to notify (in writing or other wise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.
 - (ii) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) At the conclusion of this discussion, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (v) While a procedure is being followed, normal work must continue.
 - (vi) The employee may be represented by an industrial organisation of employees.
- (b) Procedure for a dispute between the Company and the employee:
 - (i) 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.
 - (ii) Reasonable time levels must be allowed for discussion at each level of authority.
 - (iii) While a procedure is being followed, normal work must continue.
 - (iv) In the event of discussion failing to prevent or settle the dispute, either party may refer the dispute to the Industrial Relations Commission of NSW to be dealt with in accordance with the *Industrial Relations Act 1996*.
 - (v) The Company may be represented by an industrial organisation of employers or other representative and the employees may be represented by an industrial organisation of employees or other representative for the purpose of each procedure.

16. Disciplinary Procedure

The following disciplinary procedure shall be adhered to by the Company and the employees.

- (a) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents either in writing or orally. The record will only be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (d) Nothing in the procedure shall limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired. The Union representative is entitled to be informed providing employee confidentiality is not breached.

17. Training

- (a) Company Initiated Training
 - (i) Employees may undertake training and retraining as required by the Company.
 - (ii) The Company will pay all costs associated with training whether it is formal, internal, external or on the job.
 - (iii) Time off without loss of pay will be provided. However, if external training extends beyond the normal hours of work the employee shall make the time available and be paid at single time.
- (b) Employee Initiated Training
 - (i) Employees planning to undertake further training should discuss the matter with their Manager.
 - (ii) The Company will consider reimbursing part or all of the costs associated with the training, provided that the training has relevance to the Company's current or future needs.
 - (iii) Where the Company agrees to reimburse part or all of the costs associated with the training the employee will be notified in writing.
 - (iv) Reimbursement for approved training will be made at the successful completion of each stage of the course.
 - (v) Employees will be required to submit a claim for payment accompanied by receipts.
 - (vi) The Company may approve any reasonable request for time off work without pay for attendance at such training including examinations and study leave. Requests for time off with pay should utilise any available Annual Leave.

18. Trade Union Training Leave

- (a) An accredited union representative shall, upon application in writing from the Union, be granted leave with pay to attend Trade Union Training Courses. The application for leave shall contain the following details:
 - (i) The period of time for which leave is sought.
 - (ii) The description and content of the course (if available) to be attended, where the course is to be conducted and the entity conducting the course, agreed by the parties.
 - (iii) Where application is made for leave to attend a course not conducted by, the entity agreed by the parties, the Company, shall be notified of the description and content of the course.
- (b) The granting of such leave shall be subject to the Union giving not less than two weeks notice in writing or such lesser period as may be agreed between the Company and the Union
- (c) The Company will allow a total of an average of four days per annum over the term of this Award for the purposes of Trade Union Training Leave.
- (d) The average of four days per annum of Trade Union Training Leave is to be distributed among the Union delegates by agreement between the Unions.
- (e) If less than a total of four days of Trade Union Training Leave is taken in any one year of this Award, the untaken days may be accumulated and taken in the following year.
- (f) The time of taking such leave shall be arranged so as to minimise any adverse effect of the Company's operations.
- (g) The Company shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absences.
- (h) Leave rights granted in accordance with this clause will not result in an additional payment or alternative time off to the extent that the course attended coincides with an employee's RDO or other day off.
- (i) The Company may require an employee to provide proof of attendance at the course before payment is made for the period of leave.
- (j) Leave of absence granted pursuant to this clause shall count as service for all purposes.

19. Job Security and Redundancy

The Company guarantees for the term of this Award that no retrenchments of permanent employees will occur because of improved efficiency and flexibility resulting from this Award.

In cases where redundancy is to be considered and to occur the following is to be implemented.

- (a) Application
 - (i) This clause shall apply in respect of full-time and part-time persons.
 - (ii) In respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of subclause (d), termination of Employment, of this clause.
 - (iii) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on the Company shall be no more than to give such employees an indication of the impending

redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (iv) Notwithstanding anything contained elsewhere in this Award, this 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.

(b) Introduction of Change

(i) Employer's duty to notify

- (a) Where the Company 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 Company shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) "Significant effects" include termination of employment, major changes, operation or size of the Company'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.

(ii) Employer's duty to discuss change

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

(c) Redundancy - Discussions before terminations

- (i) Where the Company has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (a) of paragraph (i) of subclause (b) and that decision may lead to the termination of employment, the Company shall hold discussions with the employees directly affected and with the union to which they belong.
- (ii) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of paragraph (i) of subclause (c), 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.

- (iii) For the purpose of the discussion the Company shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.
- (iv) The parties agree that where redundancies are being considered, employees may express an interest in being made redundant voluntarily. The parties further agree that the company is not obliged to offer a redundancy to an employee who expresses such an interest.

(d) Termination of Employment

- (i) Notice for changes in production, programme, organisation or structure -

This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from production, programme, organisation or structure, in accordance with subparagraph (a) of paragraph (i) of subclause (b), of this clause:

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

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
 - (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (ii) Notice for technological change - This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from technology in accordance with subparagraph (a) of paragraph (i) of subclause (b).
 - (a) In order to terminate the employment of an employee, the Company shall give to the employee three months' notice of termination.
 - (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (c) The period of notice required by this subclause to be given shall be deemed to be service with the Company for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
 - (iii) Time off during the notice period
 - (a) During the period of notice of termination given by the Company, 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 purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause to which the employee would have been entitled had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (v) Statement of employment - The Company 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.
- (vi) Notice to Centrelink - Where a decision has been made to terminate employees, the Company shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) Employment Separation Certificate - The Company 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.
- (viii) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in paragraph (i) of subclause (b) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.
- (e) Severance Pay
- (i) Where an employee is to be terminated pursuant to subclause (d), Termination of Employment, of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the Company shall pay the employee the following severance pay in respect of a continuous period of service:

- (a) Where the Employee is made redundant by the Company

Where the Employee is under 45 years of age, the Company will pay in accordance with the following scale:

Years of service	Entitlement- weeks pay
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

Where the Employee is over 45 years of age, the Company will pay in accordance with the following scale:

Years of service	Entitlement - weeks pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (b) Where the employee volunteers for redundancy and as a consequence is made redundant by the Company

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

Years of service	Under 45 years of age Entitlement - weeks pay
Less than 1 year	3 weeks
1 year and less than 2 years	7 weeks
2 years and less than 3 years	10 weeks
3 years and less than 4 years	13 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17 weeks
6 years and less than 7 years	19 weeks
7 years and less than 8 years	20 weeks
8 years and less than 9 years	21 weeks
9 years and less than 10 years	22 weeks
10 years and less than 11 years	23 weeks
11 years and less than 12 years	24 weeks
12 years and less than 13 years	25 weeks
13 years and less than 14 years	26 weeks
14 years and less than 15 years	27 weeks
15 years and less than 16 years	28 weeks
16 years and less than 17 years	29 weeks
17 years and less than 18 years	30 weeks
18 years and less than 19 years	31 weeks
19 years or more	32 weeks

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

Years of Service	Entitlement
Less than 1 year	3 weeks
1 year and less than 2 years	8 weeks
2 years and less than 3 years	11.75 weeks
3 years and less than 4 years	15.5 weeks
4 years and less than 5 years	18 weeks
5 years and less than 6 years	20.5 weeks
6 years and less than 7 years	23.5 weeks
7 years and less than 8 years	24.5 weeks
8 years and less than 9 years	25.5 weeks
9 years and less than 10 years	26.5 weeks
10 years and less than 11 years	27.5 weeks

11 years and less than 12 years	28.5 weeks
12 years and less than 13 years	29.5 weeks
13 years and less than 14 years	30.5 weeks
14 years and less than 15 years	31.5 weeks
15 years and less than 16 years	32.5 weeks
16 years and less than 17 years	33.5 weeks
17 years and less than 18 years	34.5 weeks
18 years and less than 19 years	35.5 weeks
19 years or more	36.5 weeks

(c) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.

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

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

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

(f) Savings Clause - Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and the Company.

20. Contract of Employment

- (a) Employment shall be on a weekly basis.
- (b) Permanent employment shall be probationary for the first two months. Extension to this time period may be considered by the Company in consultation with the Union(s). Termination by either party shall be one week's notice. If employment ceases during the first twelve weeks for any reason, the Company may deduct half the cost of the safety boots/clothing issued to the employee from any monies owing to the employee.
- (c) Dismissal shall not be harsh, unfair or unreasonable. Subject to this constraint, employment can be terminated by the payment or forfeiture of a week's wages, as the case may be. This shall not limit the Company's right to dismiss an employee without notice for refusal of duty, inefficiency, neglect of duty, misconduct including breach of Company rules and in such cases the wages shall be payable up to the time of dismissal.
- (d) Any employee taking unauthorised absence from duty shall not be paid for the actual time of such non-attendance and may be subject to further disciplinary action.
- (e) The obligation of the Company and employees to customers and their employees must be respected by ensuring actions of the company or employees do not adversely affect customers.

21. Anti Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and carers responsibility.

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

NOTES

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

"Nothing in 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.

22. Superannuation

An employee may sacrifice part of his or her pre-tax wage to a complying superannuation fund provided the employee acknowledges that if the contribution reduces his or her gross wage below the minimum level prescribed in this Award, the employee can make no claim against the Company that he or she has been under paid with respect to the terms of this Award.

23. Declaration

This Award has been negotiated through extensive consultation between management, the unions and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this Award with full knowledge as to the content and effect of the document.

The parties declare that this Award:

- (a) is not contrary to public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was at no stage entered into under duress; and
- (d) reflects the interests and desires of the parties.

24. No Extra Claims

Apart from commencing negotiation for a new Award to replace this Award in accordance with clauses 6.2 and 25, neither the employees or the Unions will, by any means whatsoever make any extra claims relating to benefits, conditions, obligations or matters whether covered by this Award or not.

25. Future Negotiations

Subject to clause 6.2, the parties agree to commence negotiations for a new agreement not less than six months before the nominal expiry date of this Award.

PART B - RATES AND ALLOWANCES

Table 1 - Rates of Pay

Base Hourly Rates				
	Rate prior to award	FFPP on or after 24 August 2005	FFPP on or after 1st anniversary of Making this Award	FFPP on or after 2nd anniversary of Making this Award
Production and Maintenance Employees				
Classification	Per Week	Per Week	Per Week	Per Week
	\$	\$	\$	\$
Level 11 - Electronics Tradesman	1,020.21	1,061.02	1,103.46	1,147.60
Level 10 - Advanced Engineering				
Tradesperson II (Maintenance, Planner)	985.53	1,024.95	1,065.95	1,108.59
Level 9 - Engineering Tradesperson				
Special Class II	914.31	950.88	988.92	1,028.47
Level 8 - Engineering Tradesperson				
Special Class I	844.22	877.99	913.11	949.63
Level 7 - Engineering Tradesperson II				
Plant Electrician	809.54	841.92	875.60	910.62
Level 6 - Engineering Tradesperson I	774.33	805.30	837.52	871.02
Level 5 - Senior Plant Controller	774.33	805.30	837.52	871.02
Level 4 - Plant Controller	745.77	775.60	806.62	838.89
Level 3 - Operator	725.37	754.38	784.56	815.94
Level 2 - Operator	665.68	692.31	720.00	748.80
Level 1 - Entry Level Operator	599.37	623.34	648.28	674.21

NOTES

1. Hourly Rate includes Tool Allowance Levels 5 and above.
2. Hourly Rate includes First Aid Allowance where applicable.
3. Electrician's License to be added into hourly rate.
4. To progress from level 2 to level 3 an existing Operator must:
 - (a) Understand and Perform the Company Train Unloading Procedure in Conjunction With the Locomotive Operator (If Required)

- (b) Carry out quality sampling and testing for his/her area of work in accordance with Company procedures;
 - (c) Carry out feed preparation at Moss Vale in accordance with Company procedures;
 - (d) Obtain front end loader and fork lift ticket;
 - (e) Obtain occupational health and safety skills;
 - (f) Have a basic understanding and can operate 119 Pin mill and associated feed in accordance with Company procedures;
 - (g) Can assist in problem solving and minor maintenance involving production process; and
 - (i) Crane operation (if required).
5. To progress from level 3 to level 4 an existing Operator must:
- a) Have already competently achieved Level 3 skills and knowledge.
 - b) Exhibit competency in control, operation and production maintenance of all Milling Systems
 - c) Exhibit ability to optimise process milling efficiency
 - d) Be responsible for and undertake production quality control and testing
 - e) Perform other duties for which he or she is qualified.
6. to Progress from Level 4 to Level 5 an Existing Operator Must
- (a) have already competently achieved Level 4 skills an knowledge
 - (b) conduct Programmed inspections in accordance with Company procedures;
 - (c) Conduct Programmed routine shutdowns; in accordance with Company procedures; and
 - (d) Conduce Programmed maintenance.
7. Tradesmen at level 6 and above must be able to operate milling circuits if so required.

Table 2 - Allowances

Allowance	Rate prior to award	From FFPP on or after 24 August 2005	From FFPP on or after 1st anniversary of making this Award	From FFPP on or after 2nd anniversary of making this Award
	\$	\$	\$	\$
(a) Shift Allowance -				
Day	10.73	11.16	11.61	12.07
Afternoon	21.44	22.30	23.19	24.12
Night	32.15	33.44	34.77	36.16
(b) Leading Hand (to be included in hourly rate) - Per 8 Hour shift	7.86	8.17	8.50	8.84

(c) First Aid (to be included in hourly rate)	13.18	13.71	14.26	14.83
(d) Tool Allowance (is included in hourly rate)	13.13	13.66	14.20	14.77
(e) Electrician's Licence (to be included in hourly rate)				
	32.44	33.74	35.09	36.49

APPENDIX A

1. Classification Structure - Production and Maintenance Employees

Level 11	Electronics Tradesman
Level 10	Advanced Engineering Tradesperson II (Maintenance Planner)
Level 9	Engineering Tradesperson Special Class II
Level 8	Engineering Tradesperson Special Class I
Level 7	Engineering Tradesperson II / Plant Electrician
Level 6	Engineering Tradesperson
Level 5	Senior Plant Controller
Level 4	Plant Controller
Level 3	Operator
Level 2	Operator
Level 1	Entry Level Operator

Classification Descriptions - Production and Maintenance Employees

Level 1 "Entry Level"

This employee is employed on probation for up to 2 months to allow full assessment of his/her ability by the work team and management.

The Trainee Operator must achieve and demonstrate competency in all aspects of the operation for which he/she is trained.

Core Requirements:

basic plant and safety knowledge;

bagging of product and bulk despatch;

automatic and manual palletising; and

obtaining Learners Permits for Fork Lift and Front End Loader and undertake operation of this equipment.

on achieving competency in these Core Skills he/she will progress to Level 2 - Operator.

Any employee who has difficulty in attaining progression to Level 2 will be provided with special assistance to attempt to overcome learning problems.

Level 2 "Operator"

Carry out any duties to the extent of his/her training and ability. Primary duties will include all aspects of product packaging and despatch. Must finalise acquisition of Fork Lift and Front End Loader Tickets. Obtain Overhead Crane Permit if appropriate. Will be required to acquire Occupational Health and Safety Skills and carry out general duties.

Level 3 "Operator"

The primary workplace skills and activities which apply to Level 3 - Operator are:

- materials handling and feed preparation;
 - despatch of product;
 - general duties;
 - occupational health and safety;
 - communication and team skills;
 - problem solving, basic milling knowledge;
 - quality sampling and testing;
 - on-line minor maintenance; and
 - other duties for which he/she may be qualified.
- obtain mobile crane permit if appropriate.

Level 4 "Plant Controller"

Carry out any duties to the extent of his/her training and ability. Primary duties will include control and operation and production maintenance of Milling Systems.

- production process (milling);
- optimise process milling efficiency;
- production quality control; and
- other duties for which he/she may be qualified.

Level 5 "Senior Plant Controller"

A Plant Controller who has obtained a Company recognised qualification (equivalent to Trade Qualification) and can competently carry out work at a high level in production and including team leader. Would need to exercise all the above skills. Senior Plant Controller would be called upon to carry out higher level repairs which they are qualified to do. (Trades Based Entry Level)

Level 6 "Engineering Tradesperson Level 1"

Engineering Tradesperson Level 1

An Engineering Tradesperson Level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as an:

- i Engineering Tradesperson (electrical/electronic) Level I;
- ii Engineering Tradesperson (mechanical) Level I;
- iii Engineering Tradesperson (fabrication) Level 1;

and is able to exercise the skills and knowledge of that trade.

An Engineering Tradesperson Level I.

- 1 Understands and applies of quality control techniques;
- 2 Exercises good interpersonal skills and communication skills;
- 3 Exercises keyboard skills at a higher level than lower grades;
- 4 Exercises discretion within the scope of this grade;
- 5 Performs work under limited supervision either individually or in a team environment;
- 6 Operates all lifting equipment incidental to his/her work;
- 7 Performs non-trade tasks incidental to his/her work;
- 8 Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- 9 Able to inspect products and/or materials for conformity with established operational standards.
- 10 Can operate limestone production processes to test run, fault restart and familiarise with the production process.

Level 7 "Engineering Tradesperson Level II"

Engineering Tradesperson Level II

An Engineering Tradesperson Level II is an:

- i Engineering Tradesperson (electrical/electronic) Level II;
- ii Engineering Tradesperson (mechanical) Level II; or
- iii Engineering Tradesperson (fabrication) Level II;

Who has completed the following training requirement:

- i 33% of the modules towards and appropriate Post Trade Certificate;
- ii or has completed equivalent modules of Company nominated training.

An Engineering Tradesperson Level II works above and beyond an Engineering Tradesperson Level 1 and to the level of their training;

- 1 Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by Appendix A of this Award
- 2 Exercises the discretion within the scope of this grade.
- 3 Works under general supervision either individually or in a team environment.
- 4 Understands and implements quality control techniques.
- 5 Provide trade guidance and assistance as part of a work team.
- 6 Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Level 6.

Tasks which employees at this level may perform are subject to the employees having the appropriate Trade and Post Trade Training to enable them to perform particular tasks.

Level 8 "Engineering Tradesperson Special Class I"

A Special Class Engineering Tradesperson Level I means a:

- i Special Class Engineering Tradesperson (electrical/electronic) Level I; or
- ii Special Class Engineering Tradesperson (mechanical) Level I; or
- iii Special Class Engineering Tradesperson (fabrication) Level I;

who has completed the following training requirement:

- i 66% of the modules towards an appropriate Post Trade Certificates;
- ii or has completed equivalent modules of Company nominated training.

A Special Class Engineering Tradesperson Level I:

- 1 Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- 2 Provides trade guidance and assistance as part of a work team.
- 3 Assists in the provision of training in conjunction with supervisors and trainers.
- 4 Understands and implements quality control techniques.
- 5 Work under limited supervision either individually or in a team environment.
- 6 Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than level 7.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks.

- a. Exercises high precision trade skills using various materials and/or specialised techniques;
- b. Performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs.
- c. Installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilises hydraulic and or pneumatic principles and in the course of such work is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.
- d. Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.

Level 9 "Engineering Tradesperson Special Class II"

A Special Class Engineering Tradesperson level II means a:

- i Special Class Engineering Tradesperson (electrical/electronic) Level II; or
- ii Special Class Engineering Tradesperson (mechanical) Level II; or

iii Special Class Engineering Tradesperson (fabrication) Level II.

who has completed the following training requirement:

- i An appropriate Post Trade Certificate;
- ii or has completed equivalent modules of Company nominated training.

An Engineering Tradesperson Special Class Level II:

- 1 Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- 2 Is able to provide trade guidance and assistance as part of a work team.
- 3 Provides training in conjunction with supervisors and trainers.
- 4 Understands and implements quality control techniques.
- 5 Works under limited supervision either individually or in a team.
- 6 Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than level 8.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks;

- a. Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- b. Works on machines or equipment which utilise complex electrical/electronic circuitry and controls.
- c. Works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles.
- d. Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication.
- e. Exercises intermediate CAD/CAM skills in the performance of routine modifications to programs
- f. Works on complex or intricate interconnected electrical circuits at a level above level 8.
- g. Works on complex radio/communication equipment.

Level 10 "Advanced Engineering Tradesperson Level II (Maintenance Planner)"

An Advanced Engineering Tradesperson Level II means an;

- i Advanced Engineering Tradesperson (electrical/electronic) Level II;
- ii Advanced Engineering Tradesperson (mechanical) Level II; or
- iii Advanced Engineering Tradesperson (fabrication) Level II.

who has completed:

- i Advanced Certificate; or
- ii or has completed equivalent modules of Company nominated training.

An Advanced Engineering Tradesperson Level II works above and beyond a tradesperson at level 9 and to the level of his/her training and:

1. Provides technical guidance within the scope of this level.
2. Prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level.
3. Has an overall knowledge and understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her task.
4. Assists in the provision of on the job training in conjunction with supervisors and trainers.
5. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than level 9.

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

- a. Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles.
- b. Set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than Advanced Engineering Tradesperson Level I.
- c. Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- d. Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

Level 11 "Electronics Tradesman"

Electronics Tradesman means an electrical tradesman who is engaged in applying his knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and 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 tradesman is required to carry out his tasks.

To be classified as an electronics tradesman, a tradesman must have at least three years on the job experience as a tradesman in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to a least two years' part time study.

In addition, to be classified as an electronics tradesman, a tradesman must be capable of:

- a. Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;

- b. Working under minimum supervision and technical guidance;
- c. Providing technical guidance within the scope of the work described in this definition;
- d. Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition;
- e. Carrying out duties and responsibilities of a Level 10 employee.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a

position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to a higher grade.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

PORT WARATAH COAL SERVICES PROJECT 3D CONSENT AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, industrial organisation of employees.

(No. IRC 5472 of 2005)

Before The Honourable Mr Deputy President Harrison

2 November 2005

AWARD

Clause No.	Subject Matter
1.	Title
2.	Parties To The Consent Award
3.	Definitions And Interpretation
4.	Application And Scope Of The Consent Award
5.	No Extra Claims
6.	Duration Of The Consent Award
7.	Employment
8.	Effectiveness Enhancement
9.	Equitable Treatment System
10.	Induction
11.	Site Practices
12.	Hours
13.	Anti Discrimination
14.	Inclement Weather
15.	Safety
16.	Fitness For Duty Policy
17.	Amenities
18.	Plant And Equipment
19.	Settlement Of Disputes
20.	Signatories

Appendix 1 - Project Code of Conduct & Work Rules

1. Title

This Consent Award shall be known as the Port Waratah Coal Services Project 3D Consent Award 2005.

2. Parties to the Consent Award

The parties bound by this Consent Award are:

- (a) Australian Industry Group on behalf of all contractors engaged on work that falls within the application and scope of this Consent Award;
- (b) Bechtel Australia Pty Ltd;
- (c) All employees of contractors engaged on the Port Waratah Coal Services Project 3D whether members of the organisations listed in (d) or not.

- (d) The organisations that represent the employees defined in (c), namely the:
- (i) Unions New South Wales;
 - (ii) Newcastle Trades Hall Council;
 - (iii) The Australian Workers' Union;
 - (iv) The Australian Manufacturing Workers' Union, registered as the AFMEPKIU;
 - (v) The Construction, Forestry, Mining and Energy Union (New South Wales Branch);
 - (vi) The Electrical Trades Union of Australia, New South Wales Branch;
 - (vii) The New South Wales Plumbers and Gasfitters Employees' Union;
 - (viii) The Transport Workers' Union of Australia.

3. Definitions and Interpretation

In this Consent Award except where the context otherwise requires:

- (a) "Construction work" means work directly related to the construction and expansion in respect of the Port Waratah Coal Services Coal Terminal.
- (b) "PWCS Project 3D" means Port Waratah Coal Services Project 3D.
- (c) "Site" means that area known as the Port Waratah Coal Services Project 3D Construction Site and in other areas of the existing plant where work is directly associated with construction and expansion in respect of the Port Waratah Coal Services Project 3D at the Port Waratah Coal Services Coal Terminal on Kooragang Island.
- (d) PWCS Project 3D Project Management means the Bechtel Australia Pty Ltd;
- (e) "Employer" means any contractor or subcontractor, engaged on the Project and Includes a supplier of supplementary labour engaged by a contractor or subcontractor on site.
- (f) "Employee" means an employee of a contractor or subcontractor, including a casual employee employed in accordance with the provisions of this Consent Award, engaged on the Project.
- (g) References to any statutory/Award enactment shall include the same as amended and modified and any enactment repealing or replacing the same, from time to time.

4. Application and Scope of the Consent Award

- (a) This Consent Award shall apply to all employees of the contractors who are engaged in construction work on site as part of PWCS Project 3D. Construction Work referred to herein means construction work and/or modification work on plant that has been contracted as part of PWCS Project 3D.
- (b) For the purposes of this Consent Award the site offices of Port Waratah Coal Services are excluded from the areas referred to in sub-clause (a) of this clause.
- (c) This Consent Award shall not apply to employees engaged in the development of off-site access roads and railway lines, off-site infrastructure and preassembly association with expansions, vendors, office cleaning, office equipment service persons (i.e. photocopiers, facsimiles, computer systems, telecommunications) security, supervisory, site catering or management and supervisory personnel and associated staff or to personnel engaged in deliveries to and from the site.

NOTE: The parties agree that this exclusion shall not apply to;

- Employees who (upon delivering materials and equipment from off-site to the Project) perform construction work on the project, or who are on site for more than 2 (two) hours e.g. employees who deliver scaffolding to the Project who then erect the scaffolding are covered by this Consent Award in respect of the work performed on the project;

- (d) This Consent Award shall have no application to plant commissioning, operations or maintenance or to any work after turnover of plant to Port Waratah Coal Services or to any other activities for which the contractors and subcontractors are not responsible.
- (e) The parties to this Consent Award commit themselves to the achievement of efficiency and productivity during the course of the construction Project and agree that no party will take any action that adversely affects the efficiency or productivity of the project.
- (f) All suspected breaches of this Consent Award shall be reported to the PWCS Project 3D Management for immediate investigation. If found to be correct such breaches will be immediately rectified.

5. No Extra Claims

It is a term of this Consent Award that the Parties undertake that for the period of this Consent Award they will not pursue any extra claims, award, over-award or otherwise, for the duration of the Consent Award as specified in Clause 4. This includes claims relating to changes arising from award variations or decisions of the Australian Industrial Relations Commission or the Industrial Relations Commission of New South Wales, other than changes that are consistent with the terms of this Consent Award.

Where employees employed under this Consent Award on the project are receiving terms and conditions greater than this Consent Award as a result of an enterprise agreement or other arrangement, this shall not be used as a basis of a claim by unions or employees of other contractors engaged on the PWCS Project 3D.

Leave is given to the parties to make application to vary this Agreement in order to ensure that it complies with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry and the Building and Construction Industry Improvement Act

6. Duration of the Consent Award

This Consent Award shall be effective from 1 October 2005 and shall remain in force until 1 October 2008.

7. Employment

- (a) LEADERSHIP RESPONSIBILITIES

The Parties to this Consent Award consider leadership crucial to the achievement of the Project goals. The employer will therefore allow employees engaged on the Project in a leadership role to participate in the Project's leadership training module, without loss of pay. The responsibilities of all leaders, including leading hands are to strive to:

Establish and maintain a safe and healthy work area and to ensure safe and healthy work practices are used at all times by all employees.

As a matter of fundamental priority, to focus on 'people' issues within the team.

Deal with each team member with fairness, equity and respect.

Recognise the talents and capabilities of all members of the team and encourage excellence.

Address any concerns raised by employees promptly, obtaining advice and assistance from functional support personnel if necessary.

Ensure an environment is created where all personnel are able to work to the full extent of their capability subject only to regulatory requirements.

Provide timely open and frequent information regularly on the status of the Project and contract to all employees.

Engage in strong interactive communication processes.

Identify opportunities for improved performance including counselling any employees whose behaviour is causing concern within the guidelines established in the Equitable Treatment System established in Clause 9 hereof.

Establish and maintain continuous improvement and drive for excellence within the team.

Personally comply with and ensure team compliance with Project Code of Conduct and Work Rules.

Understand and apply the intent and provisions of this Consent Award and to seek appropriate advice in respect of provisions not clearly understood. To provide leadership to the team in respect of the application of this Consent Award

Participate in and comply with Project cultural and environmental awareness processes and comply with the letter and intent of the Personal Code of Conduct and Work Rules.

(b) EMPLOYEES' RESPONSIBILITIES

The responsibilities of all employees are to strive to:

Maintain a safe and healthy work area and to ensure safe and healthy work practices are used at all times. Take responsibility for personal safety and that of team mates.

Deal with team mates and with team leaders with fairness, equity and respect.

Work towards Project and team goals to the full extent of personal capability. Undertake any work task assigned subject only to meeting any applicable regulatory requirement.

Raise any personal concerns or grievance directly with the immediate supervisor. Pursue the process of resolution of grievances in accordance with the guidelines established in the Settlement of Disputes procedure in Clause 19 hereof.

Engage in open honest communication with all employees.

Accept counselling offered with the Equitable Treatment System (Clause 9) positively.

Respond positively to opportunities to improve personal performance.

Actively support continuous improvement in work methods and the drive for excellence within the team.

Comply with Project Code of Conduct and Work Rules.

Seek and develop a clear understanding of the intent and provisions of this Consent Award.

Raise inappropriate leadership behaviour as set out in the Equitable Treatment System Clause 9 with more senior leaders within the team.

Participate in and comply with Project cultural and environmental awareness processes and comply with the letter and intent of the Personal Code of Conduct and Work Rules.

8. Effectiveness Enhancement

Continuous Improvement

The Parties to this Consent Award are committed to the philosophy of continuous improvement and will provide leadership and support in respect of the establishment of a continuous improvement culture on the Project.

Leaders and employees will consult in respect of the identification and implementation of work process improvement opportunities and the organisation of the work.

Each contractor will establish performance expectation criteria with each employee and undertake a formal process to ensure regular feedback on personal effectiveness.

Training and development opportunities will be made available to employees including opportunities to participate in continuous improvement, personal development, skill enhancement, occupational health and safety.

9. Equitable Treatment System

In certain circumstances involving serious unacceptable behaviour or misconduct, immediate termination of employment may be appropriate. Any dispute in respect of this process shall be dealt with in accordance with the Settlement of Disputes procedure in Clause 19 hereof.

Where counselling occurs the employer shall advise the employee of:

The behaviour deemed to be unsatisfactory,
The corrective action required to modify the behaviour,
The consequence of continuing the unsatisfactory behaviour,
What assistance the employer will provide to assist the employee to meet the requisite performance,
A review date to assess performance improvement progress. Review process will include previous warnings, review of current performance, and recognition of positive contributions.

The Equitable Treatment System is an interactive process to deal with any concern in respect of an employee's behaviour.

It shall operate as follows:

1. In the first instance, the immediate supervisor and employee will discuss the issue in an informal manner.
2. If the concern continues, the employee concerned shall receive formal counselling from their immediate supervisor. This shall be documented.
3. If the concern continues, a more senior manager of the employer shall counsel the employee concerned. This shall be documented.
4. If the concern continues, the employee concerned shall be formally warned of the behaviour required and of the impact of continuing with inappropriate behaviour. This shall be documented.
5. If the concern continues, employment may be terminated.

At levels 2 to 5 inclusive of the above, the employee may choose to have a representative of their choice in attendance.

10. Induction

Each contractor shall ensure that all employees conform to the requirements of the Occupational Health and Safety Regulation 2001, Chapter 8, Construction Work, Part 8.2 - OH&S Induction Training, prior to requesting a copy of the General Site Safety Rules and a PWCS Project 3D site induction.

- (a) All employees shall, before entering the site area or commencing work on the site, attend and complete the PWCS Project 3D Site Induction Programme which in addition to other matters will cover site regulations, Project specific site rules and this Consent Award

PWCS Project 3D Management will conduct the Site Induction Programme at a central location on behalf of each contractor.

Each employee shall receive a General Site Safety Rules Booklet and a copy of this Consent Award and shall sign an acknowledgement of receiving it.

- (b) After successful completion of the Site Induction Programme, each employee shall be issued with a Site Identity Pass that will allow entry to and exit from the site.
The pass will bear a photograph of the employee together with other pertinent information.

Should an employee lose their Project Identity Pass they must immediately notify their supervisor. A replacement pass will be available at a charge of \$110.

11. Site Practices

- (a) All persons on site will be required to conform to the Site Safety Practices as outlined in the General Site Safety Rules Booklet and all relevant site safety statutes applicable in New South Wales. The Occupational Health & Safety Act and its Regulations shall be strictly observed on site.
- (b) All employees shall be conversant with this Consent Award and if necessary seek further explanation, and further:
- (i) No alcohol is permitted on the site at any time.
 - (ii) No narcotic drugs of addiction, non-prescribed drugs or illegal substances are permitted on site at any time.
 - (iii) The parties to this Consent Award will comply with PWCS Project 3D Management's Alcohol and other Drugs Policy and will adopt the Construction Industry Drug and Alcohol Policy as a guide when dealing with such problems on site.
- (c) All employees shall, at all times, use the facilities provided by virtue of the terms of this Consent Award.
- (d) All employees shall be required to conform to the safety rules and regulations and site rules as specified.

12. Site Hours

- (a) The site shall be open between the hours of 6.00am and 6.00pm Monday to Friday inclusive. Ordinary hours of work may be performed between these hours and shall not exceed an average of thirty eight (38) hours per week. Work may also be performed outside of these hours to meet the needs of the Project. Such work shall be performed in accordance with the individual's contractor's industrial arrangements.
- (b) The following are the guiding principles reflecting the Project's Daily Work Pattern:

While work periods should be of approximately equal duration, they may be scheduled to suit the specifics of the work and may be varied;

Work breaks may be taken at different times to maximise flexibility of work requirements eg tie-ins, concrete pours, crane-lifts;

No employee will be required to work in excess of four hours without a work break;

The start time is 'at the on-site amenities'. Completion of actual productive work will be at the time appropriate for each employee to ensure the integrity and safety of the work area, pack up with the finish time on arrival at the locker/shower facility.

- (c) PWCS Project 3D Management shall establish an agreed Rostered Day Off (RDO) Schedule. This Schedule may be varied where PWCS Project 3D Management provides 7 days notice. Any variation shall be by agreement, provided that this agreement may not be unreasonably withheld. This notice period will not apply in the case of emergency work.

A copy of the RDO schedule shall be provided to employees at commencement on the Project.

PWCS Project 3D Management may organise different RDO rosters for different work groups according to the work requirements

13. Anti Discrimination

The company shall not discriminate on the basis of sex, marital status, pregnancy, age, race, religion, colour, national origin, impairment or political conviction.

Entry into the company, selection for specific jobs and career progression will be determined by personal merit and criteria related to the effective performance of the job.

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

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 that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

14. Inclement Weather

Where an employee/s believes they are experiencing inclement weather conditions the following procedure shall apply:

The employee shall notify their employer that he/she believes he/she is experiencing inclement weather conditions.

The employer will consult with the affected employee/s and inspect the work area/s.

In the first instance the employer shall determine whether inclement weather conditions are being experienced and will consult with the affected employee/s seeking their view and, work options available.

If "inclement weather" creates an unsafe situation/circumstance the OH&S Act will apply.

The employer shall stop work if conditions dictate. When this does occur the following options apply:

Employees return to crib rooms - for training etc, or
Employees are relocated to work in other areas.

Employees shall not be unreasonably held on site.

No employee shall have the right to cease work or leave the PWCS Project 3D site without the permission of the employer.

The PWCS Project 3D Management shall ensure that Contractors, Sub-Contractors and Suppliers of Supplementary Labour have fully complied with the inclement weather procedures prior to any employees leaving site.

15. Safety

All work undertaken on the PWCS Project 3D shall comply with the provisions of the NSW *Occupational Health and Safety Act 2000* and Regulations 2001 and the PWCS Project 3D site safety requirements. It is also accepted by the parties to this Consent Award that the procedures of the Building Industry Safety Codes shall be the procedures by which safety matters are handled, and whilst these are being followed there shall be no stoppage of work in respect of the matter being considered, except in the area or matter under consideration.

- (a) All employees engaged in construction activities on the PWCS Project 3D must be in possession of a current General Occupational Health & Safety Construction Induction certificate or Card.
- (b) Each employer shall establish a Safety Committee in accordance with the Occupational Health and Safety Act 2000 and Regulation 2001(Division 2 Duty to Consult - Section 13).
- (c) Each employer shall provide employees with all appropriate safety equipment free of charge as necessitated by the tasks in accordance with any existing Regulation(s) or Regulation(s) implemented during the life of the Consent Award.

(d) Rectification Work

Contractors shall engage qualified personnel for the purpose of performing hazard prevention and rectification work such as erecting handrails and toe boards around the perimeter of floors, openings, penetrations, up stairways, covering up openings, fixing of ladders, building walkways, ramps, etc.

(e) Scaffolding/Formwork

Employees carrying out scaffolding/formwork duties must be in possession of the appropriate Certificate of Competency issued by WorkCover New South Wales.

(f) First Aid

- (i) An emergency vehicle will be located on site at all times.
- (ii) First aid boxes shall be provided by the employer as required in accordance with the Occupational Health and Safety Act 2000 and Regulation 2001.
- (iii) The employer shall make provision in accordance with the Occupational Health and Safety Act 2000 (and Regulation 2001) as to the provision of personnel in administering this obligation under the said Act.

(g) Occupational Health & Safety

The Parties have agreed to adopt the PWCS Project 3D Site Safety Management Plan. As part of this plan Contractors will be required to submit comprehensive risk assessments for all work undertaken on the project. The provisions of the Occupational Health and Safety Act 2000 (NSW) and Regulation 2001 or their successors shall apply to and regulate all work covered by this Consent Award. A First Aid Room, complying with the Act, Regulations and industry standards, will be provided.

(h) Protective Clothing

All appropriate protective clothing and equipment shall be worn whilst on site.

Other than whilst in offices and crib sheds, hard hats and safety glasses must be worn at all times. Safety footwear must be worn at all times.

(i) Temporary Electrical Installation

All temporary electrical installations set up by contractors on site will conform to the following Codes of Practice under the Occupational Health and Safety Act 2000 and Regulation 2001:

Electrical Practices for Construction Work
Low Voltage Electrical work

(j) Electrical Equipment

All flexible extension cords, portable tools and electrical plant used on voltages above 32 volts will be inspected tested and tagged monthly by a licensed electrician in accordance with details set out in the Codes of Practice.

All extension cords, portable tools, electrical plant brought on to the site by the contractor will bear the correct monthly tag.

Contractors are required to keep a logbook of all inspections of the equipment. The Principal's representative shall be able to inspect these log books on a random basis to ensure that safety requirements are being adhered to. Any equipment found without a valid inspection tag will be disconnected and removed from the site until the equipment has been re-inspected and a new inspection tag attached.

All temporary electrical work and installations must conform to the Occupational Health and Safety Act 2000 and Regulation 2001, and the Electrical Safety Act 1995.

All welding units shall be fitted with either a voltage reduction device (VRD) in accordance with the provisions of AS 1674 or a trigger switch that opens the welding circuit unless it is closed complying with AS 1674.

16. PWCS Project 3d Fitness for Duty Policy

Under no circumstances will any employee affected by alcohol and/or affected by any other drug be permitted to work and/or operate any equipment on the Project. Supervisors will be responsible for reporting such incidents.

PWCS Project 3D Management's Alcohol and other Drugs Policy and procedures (as amended) will be applied to all employees working on the PWCS Project 3D.

A copy of this Policy will be provided to employees at the Project induction and will be posted on notice boards throughout the site. Additional copies can be obtained on request.

17. Amenities

Employee amenities will be provided by the Project:

- (a) Amenities as prescribed in the Consent Award and/or legislation and WorkCover codes are to be provided.
- (b) All lunch sheds shall contain reverse cycle air-conditioning.
- (c) Refrigerators shall be provided in crib sheds.
- (d) Outside/inside hand washing.
- (e) Hot and cold water showers.
- (f) Hot and cold water in toilet blocks.

18. Plant and Equipment

- (a) All mobile plant and equipment shall, prior to commencement on the work site, be certified and have a certificate of currency as complying with the Occupational Health and Safety Act 2000 and Regulation 2001 and the requirements of Crane Safe NSW. The logbook for all mobile equipment should be kept in the cabin.
- (b) Every part of the structure, working gear and anchoring and fixing of every crane, joist and scaffolding winch and of all other hoisting machines, ropes and slings, whether metal or non-metal, and gear shall, as far as is reasonable practicable, be examined in position by a competent person:
 - (i) at least once in every month; or
 - (ii) at such more frequent intervals as are necessary to ensure that the hoisting machine or gear is in safe working order (Occupational Health and Safety Act 2000 and Regulation 2001).
- (c) A competent person shall inspect all chains, ropes, slings and other gear used for hoisting or lowering or as a means of suspension:
 - (i) at least once every month; or
 - (ii) at such more frequent intervals as are necessary to ensure that the scaffolding is safe.

- (d) All hire cranes required on site shall come from a recognised crane yard.
- (e) Crane drivers and Dogmen will be suitably qualified.
- (f) When engaging the most appropriate plant, preference will be given to plant fitted with Ergonomic R/C Air filtered/conditioned cabs with Roll Over protection.

19. Settlement of Disputes

Any dispute arising on the Project shall be dealt with in the following manner:

- (a) The employee concerned shall raise the matter with the immediate supervisor for resolution.
- (b) If not resolved, the employee will raise the matter with the next more senior manager of the employer for resolution.

Both the employee and employer may involve their representative of choice in any discussions, as a means of resolving the matter.

- (c) If the parties fail to resolve the dispute in accordance with the above, they shall refer it to the Industrial Relations Commission of New South Wales for conciliation and mediation.
- (d) If the parties fail to resolve the dispute in accordance with (d) above, they may, by agreement request the Commission to assist in resolving the matter by arbitration. The parties agree to abide by the arbitrator's decision.
- (e) Where the procedures from (a) to (d) are being followed or where it is agreed to proceed to arbitration, work shall continue normally.

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.

20. Signatories

Australian Industry Group, New South Wales Branch

DATE

Witness

DATE

Bechtel Australia Pty Ltd

DATE

Witness

DATE

Unions New South Wales

DATE

Witness

DATE

Newcastle Trades Hall Council

DATE

Witness

DATE

APPENDIX 1 - PROJECT CODE OF CONDUCT & WORK RULES

All Project employees are required to adhere to the Project Code of Conduct & Work Rules when employed on the Project Site. This also relates to conduct in the construction car park, on project-supplied transport and while living in project-supplied accommodation.

PROJECT CODE OF CONDUCT

MISCONDUCT

The following forms of behaviour do not align with the Project Objectives. Any behaviour as outlined below would constitute misconduct; proven breaches of which will result in disciplinary action being taken in accordance with the Equitable Treatment System provisions of the Employer Employment Agreement/s. Proven repeat and/or multiple breaches of the following may result in termination of employment.

Behaviour which constitutes 'misconduct' includes, but is NOT limited to the following:

Breaches of Project safety procedures and/or regulations that places, or has the potential to place, the safety of an individual employees or other members of the team at risk of injury;

Breaches of the Settlement of Disputes provisions of the Employer Employment Agreement/s;

Irregular attendance;

Unauthorised absences for any reason;

Tardiness;

Failure to wear Project issued personal protective clothing, footwear and equipment;

Breach of Security and Site Control requirements;

Failure to report any injury/incident;

Practical jokes or acts of horseplay;

Gambling or the use of gambling devices;

Selling merchandise or services on the Project Site;

Unauthorised use of Company telephones or use of personal mobile phones during working hours in field work locations;

Taking unauthorised photographs / video;

Being absent from the workplace during a period in which a request for absence has been declined.

SERIOUS MISCONDUCT

The following forms of behaviour do not align with the Project Objectives. Any behaviour as outlined below would constitute 'serious misconduct'; proven breaches of which will result in disciplinary action being taken in accordance with the Equitable Treatment System provisions of the Employer Employment Agreement/s which may include, after due investigatory processes being completed, termination of employment without notice.

Behaviour which constitutes 'serious misconduct' includes, but is NOT limited to the following:

Breaches of Project safety procedures and/or regulations which result in, or could have resulted in, serious and/or life threatening injury to an individual employee or other members of the team;

Irresponsible use or misuse of fire protection or safety equipment;

Possession or use of weapons or firearms

Smoking in any designated 'No Smoking' area;

Alcohol and Drugs:

Reporting to work while under the influence of alcohol and/or drugs

Possession of, or use of, illegal drugs/substances

Illicit trade of alcoholic beverages and/or drugs

Committing any offensive act of violence, fighting, threatening and/or intimidating another person(s) or horseplay; regardless of how or why it was initiated;

Vandalism or wilful damage or interference to company and/or personal property;

Theft or removal off the Site of the Employer and/or another employee's property;

Unauthorised possession of and/or unauthorised removal from the Project Site of Port Waratah Coal Services, PWCS Project 3D, Contractors' or another employee's property;

Wilful damage to Port Waratah Coal Services, PWCS Project 3D Project Management, contractors' or other employees' property;

Discrimination or harassment of any form, including that relating to race, colour, religion, sex, age, national origin, ancestry or handicap;

Trespass, without permit, on any restricted access areas;

Failure to comply with lawful and reasonable work instructions, including a refusal to perform assigned work, higher duties and/or alternative duties, etc.;

Immoral conduct;

Falsification of company records, regardless of when discovered, including timesheets, wage records, leave records, production reports, etc.;

Bringing unauthorised personnel onto the Project Site;

Sleeping on the job;

Site security procedures;

Transporting personnel in vehicles in breach of RTA regulations;

Travelling in vehicles in breach of RTA regulations;

WORK RULES

REQUIREMENTS

Site Access	Access to the site for all workers is only via the designated Site Access Gate on Truck Dump Road, off Egret Street adjacent to the car parking areas.
I.D. Badges	Your PWCS Project 3D Identification Badge must be carried by at all times while you are on the work site. It is your only means access to the Site. You are not permitted to use any other person's badge, or allow others to use your badge. You must report any lost badges. At the conclusion of your period of employment on the Project, you must return your badge to your Employer.
Vehicle Speed	The maximum speed limit marked is 40 kph on all main roads within the site. A number of areas have notices requiring speeds lower than 40 kph. These must be observed.
Personal Protection	Safety helmets, steel-toed boots and safety glasses shall be worn at all times whilst on the Site, other than inside crib facilities and offices. Other safety equipment may be required when working in or near operating facilities.
Clothing Issue	Project employees must wear the Project provided clothing and PPE at all times while you are working on the Project Site. If lost, you may purchase additional items. Project issued items will be replaced on a fair wear and tear basis upon production of the worn item to your employer. All other persons visiting the Site must wear clothing with long sleeved shirts and wear long trousers. Some facilities may require additional personal protection such as hearing and respiratory protection. These areas are marked and the required protection must be worn.
Project Hours of Work	Shall be 10.5 hours per scheduled workday, Monday to Thursday and 8.5 hours on Friday. Generally, work periods will be of approximately equal duration but may be scheduled to suit the specifics of the work, and may vary. It is a condition of your employment that scheduled Project hours are worked.
Food Orders	Project employers will provide a service for ordering food from an off-site facility for employees who wish to purchase food for meal breaks.
Instructions:	It is important you follow all instructions given by your Supervisor. Should any employee not be able to perform the assigned task for any reason whatsoever, it is their duty to inform their Supervisor immediately. Refusal to comply may result in disciplinary action.
Site Security	All vehicles and carry-in bags are subject to search. All materials or property removed from the site require an approved Security Gate Pass.
Bag and Vehicle Inspections When Leaving the Site	From time to time you may be requested to open your bag and or vehicle for routine inspection by the Project's Security Officers at the Construction gate. You will be expected to allow the inspection in the interests of overall security of PWCS, PWCS Project 3D Project Management, Contractors' and employees' property. Random bag and/or vehicle inspections apply to all Port Waratah Coal Services, PWCS Project 3D Project Management, and contractors' staff and employees and you should not feel that you have been treated differently from others.
Personal Property	Whilst every effort is made to keep your property safe, Port Waratah Coal Services, for PWCS Project 3D Project Management and the contractors take no responsibility personal belongings left in crib huts, amenities or other parts of the site.
Where to Park Your Car	Parking is available in the site car park. Employees' personal cars are not permitted on the site. Please take care whilst using the car park to avoid damage to your own or other vehicles. Signs are provided to show directions and speed limits. (Low Speed/No "Wheelies"). Always lock your vehicle whilst it is parked. Port Waratah Coal Services, PWCS Project 3D Project Management and contractors will not accept liability for theft of, or from or damage to, your vehicle whilst it is parked in the car park.

Canvassing	Canvassing monies or goods for charity or other purpose is not permitted on site, in the car park, or outside the plant gates without written permission from the Bechtel Project Manager.
Permits	Permits are required for certain work activities, and for access to certain areas of the site. These will be explained to you at your Orientation. It is a condition of employment that all necessary permits are obtained and requirements stated thereon are complied with.
Environmental Issues	The Environmental Issues will be explained to you at Orientation. Please respect the Environment.

RESTRICTIONS

Gambling	Gambling or engaging in a lottery or raffle on the site is prohibited.
Selling	Selling merchandise or services on the site is not permitted.
Cameras/Video	Cameras (including video) and the taking of photographs (including videos) are not permitted without prior approval through the Bechtel Site Manager.
Cameras	Cameras/Video Cameras
Items Banned	Explosives
From the Site	Firearms or other weapons
	Illegal drugs
	Alcohol
Mobile Phones and Audio	Audio devices are permitted to be used in crib sheds only. Mobile phones must not be used on site whilst working, driving or operating any type of vehicle, plant and equipment.
Firearms	Firearms are not permitted on site under any circumstances.
Animals	No animals are permitted on site.
Fire Fighting Equipment	Any employee found to have misused fire extinguishers or fire fighting equipment will be to summary dismissal.
Plant Area	No-one is permitted in the existing plant areas without proper authorisation from either Port Waratah Coal Services, PWCS Project 3D Project Management and Contractors.

Port Waratah Coal Services or PWCS Project 3D Project Management reserves the right to amend the Site Rules as deemed necessary during the Project

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1182)

SERIAL C4200**THE TIP TOP NSW ENTERPRISE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 5577 of 2005)

Before Mr Deputy President Sams

10 November 2005

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

Clause No.	Subject Matter
1.	Arrangement
2.	Savings Provisions
3.	Definitions
4.	Contract of Employment
5.	Apprentices
6.	Classifications
7.	Wages
8.	Allowances
9.	Ordinary-time Hours of Work
10.	Broken Shifts - Merchandisers Only
11.	Meal Breaks
12.	Shift and Weekend Loadings
13.	Overtime
14.	Redundancy
15.	Annual Leave
16.	Long Service Leave
17.	Flexible Leave
18.	Sick Leave
19.	Family Leave
20.	Jury Service
21.	Shortage of Money or Bread
22.	Occupational Superannuation
23.	Occupational Health and Safety
24.	Labour Hire Employees
25.	Disputes Procedure
26.	Rights of Union Members
27.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Weekly (38-Hour) Rates for Full-time Employees

Table 2 - Allowances

Appendix 1 - Classification Level Indicators

Appendix A - Country Region - Merchandiser Reduced Minimum Start
Appendix B - Disciplinary Procedures
Appendix C - Probationary Employee Performance Review

2. Savings Provisions

- 2.1 Doughmaker - An employee who was employed as a doughmaker on 3 January 1990 and who has been receiving an additional annual holiday per year, shall continue to receive that annual holiday whilst ever engaged in that capacity.
- 2.2 Pre-existing Rate of Pay - Notwithstanding any other provision of this award, no employee to whom this award applies who was employed by the Company in the pay week preceding 3 January 1990 and who has been continuously employed by the Company since that date, shall be paid an amount per week which is less than the employee was paid for the employee's ordinary weekly hours of work plus shift penalty (if any) for that pay week.
- 2.3 Disputes Re Matters Not Expressly Provided For - in the event that a dispute arises between the parties to this award over a matter not expressly provided for under this award, as introduced and/or as varied from time to time, then if such matter is expressly provided for under the provisions of the Bread Industry (State) Award published 24 February 1995 (284 I.G. 136), as varied (or any successor award to that award), then the provisions of that award shall apply to the issue in dispute. To the extent, and for the time necessary, the matters which this savings provision applies to shall include (but not be limited to) conditions specifically related to production and warehousing at the Chullora plant.
- 2.4 Tip Top Bakeries (Fairfield) NUW Award - All existing benefits under the Tip Top Bakeries (Fairfield) NUW Award (351 I.G. 426) as at 10 November 2005 where superior to those under this award, shall continue to apply to all employees who transfer to Chullora for the duration of their employment as if they were a term of this award. All new employees who commence after 10 November 2005 at Chullora shall be employed in accordance with this award.

3. Definitions

- 3.1 Full-time Employee means an employee appointed on a continuing basis for a specified number of rostered ordinary-time hours each eight weeks, in the range 304 hours to 320 hours.
- 3.2 Part-time Employee means an employee appointed on a continuing basis for a specified number of rostered ordinary-time hours each week, being less than 38 hours per week.
- 3.3 Casual Employee means an employee who is engaged by the hour for less than 38 hours in any one week, who is offered work on an intermittent or irregular basis to meet emergency requirements for staffing, including fluctuations in demand and leave, who may either accept or reject that offer and who does not acquire, as a consequence of any engagement, any entitlement to be offered any further work.
- 3.4 Company means George Weston Foods Limited (ACN 008 429 632) trading as "Tip Top Bakeries".
- 3.5 Union means the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, industrial organisation of employees and National Union of Workers, New South Wales Branch, industrial organisation of employees.

4. Contract of Employment

- 4.1 Type of Engagement - Employees employed under this award may be engaged on either a full-time, part-time or casual basis, in accordance with the definitions of those terms as provided under clause 3, Definitions of this Award. All new full-time and part-time employees employed by the Company shall be given a letter of appointment by the Company which specifies the type of engagement for which the employee has been employed and the period of probation (if any) which will be applied, together with a brief description of the type of work which the employee will be required to perform and (where relevant) the details of any specific purpose or project for which the employee has been engaged.

- 4.2 Probationary Appointment - A new employee (other than a casual employee) may be appointed on a probationary basis for a period of up to 13 weeks, subject to the following provisions:
- 4.2.1 Assessment - During any probationary period applied by the Company the probationary employee's performance will be monitored and any deficiency will be reported to the employee in writing, in accordance with Appendix C together with clear advice as to what changes are required in his/her performance in order to correct that deficiency.
- 4.2.2 Termination of Employment - The employment of a probationary employee may only be terminated in accordance with the provisions of subclause 4.3 of this clause, except that where a probationary employee has previously been advised of a deficiency in the performance of his/her duties but has unreasonably failed to correct that deficiency, then such employee's employment may be terminated by the Company with one day's notice or by the payment of one day's pay in lieu of such notice.
- 4.2.3 Other Conditions - Except as is provided by this subclause, the provisions of this award shall apply equally to probationary employees as to other employees.
- 4.3 Termination of Employment - Full-time and Part-time Employees -
- 4.3.1 Termination by the Company -
- 4.3.1.1 An employee may be summarily dismissed for serious misconduct, being conduct by the employee of such a nature as would constitute a repudiation by the employee of his or her contract of employment, including, but not limited to, serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of the employee's obligations as an employee. In such cases the employee shall be entitled only to all wages and holiday pay due to the employee up to the time of such dismissal.
- 4.3.1.2 Except in the case of summary dismissal for misconduct as provided for in subparagraph 4.3.1.1 above, and/or except in the case of dismissal of a probationary employee for unsatisfactory performance of work as provided for in paragraph 4.2.3 above, and/or (in the case of redundancy) except to the extent that more beneficial entitlements arise under any redundancy agreement or award applicable to the employee, the Company will give the following notice of termination to continuing employees:
- | Period of Continuous Service | Period of Notice |
|-------------------------------|------------------|
| Less than 1 year | 1 week |
| 1 year but less than 3 years | 2 weeks |
| 3 years but less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |
- Provided that where an employee has had greater than two years continuous service with the Company and is over 45 years of age, an additional one week's notice will be provided.
- 4.3.1.3 Payment may be made in lieu of all or part of the notice prescribed in subparagraph 4.3.1.2 above.
- 4.3.2 Termination by Employee - Where a full-time or part-time employee terminates his/her employment at his/her own discretion, then the employee shall provide the Company with one week's written notice of termination or shall forfeit one week's pay in lieu of the said notice.
- 4.4 Termination of Employment - Casual Employees - Either party may terminate the employment of a casual employee by giving not less than one hour's notice, or by the payment or forfeiture (as the case may be), of one hour's pay in lieu of the said notice.

4.5 Abandonment of Employment

- 4.5.1 Where an employee is absent from work for a continuous period of three (3) working days without authority or without notifying the Company of a valid reason for such absences, the employee shall be placed on leave without pay pending the outcome of action pursuant to this clause.
- 4.5.2 Where circumstances pursuant to subclause 4.5.1 arise, the Company shall write to the employee advising that in the event that the employee fails to contact the Company within seventy-two (72) hours, the employee shall be deemed to have abandoned their employment with the Company. The letter setting out the advice referred to in this subclause shall be forwarded by registered mail to the employee's last known residential or postal address.
- 4.5.3 Where the employee contacts the Company within the timeframe referred to in subclause 4.5.2, the Company shall provide the employee with the opportunity to advise of the reasons or circumstances on which he or she relies to justify their absence from work.
- 4.5.4 After giving consideration to the reasons and circumstances provided by the employee pursuant to subclause 4.5.3, the Company shall the employee in writing of his or her decision as to whether or not the employee is deemed to have abandoned their employment with the company. The letter of notification shall be forwarded to the employee's last known residential or postal address.
- 4.5.5 Nothing in this subclause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this subclause, would be competent to deal with the matter.
- 4.6 Use of Available Skills - The Company may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training, and to 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.

5. Apprentices

- 5.1 Employment of Apprentices - Apprentices shall be employed in accordance with the provisions of the *Apprenticeship and Traineeship Act 2001* and the provisions of this award. The period of apprenticeship for persons entering the trade of bread manufacturing shall be as set out in his/her Deed of Indenture, the nominal term being four years.
- 5.2 Fees and Expenses - The Company shall co-operate with the college in the training of an apprentice in the manner recommended by the technical college, shall pay the college fees for instruction of each apprentice for each year of the trade or correspondence course, and shall reimburse an apprentice for all fares reasonably incurred in attending the college.
- 5.3 Training at College - An apprentice whose place of work and of residence are so situated that it is reasonably practicable for him/her to attend a college which conducts the trade course, shall attend such college for study in the trade course for the period necessary for him/her to qualify in the course and shall repeat any stage or any subject in a stage of the course which he/she has failed to complete satisfactorily; provided that an apprentice who, due to circumstances beyond his/her control, fails in any subject of the course may continue with the course beyond the normal duration of the course if reports from the college show that satisfactory progress is being made; and provided further that an apprentice who fails in any stage of the course may progress to the next stage of the course if permitted to do so by the college under an arrangement approved by the Department of Technical and Further Education. Any apprentice who is given time off during ordinary working hours for the purpose of attending at a college for instruction and fails to do so shall not be paid for such time off.
- 5.4 Training by Correspondence - An apprentice who is not obliged to attend the trade course in accordance with subclause 5.3 of this clause shall study the trade course by correspondence, as conducted by the College of External Studies of the Department of Technical and Further Education. For the purpose of taking full advantage of the instruction by correspondence, the apprentice to whom this subclause shall apply, during ordinary working hours, shall study to carry out assignments of this course for two hours each week, and the Company shall pay such apprentice his/her wage and shift penalty rates during such

time. During each stage of the correspondence course the apprentice shall attend a technical college for training for such period as is required from time to time by TAFE, provided that satisfactory progress has been made with correspondence lessons. Such attendances shall not be undertaken during the period of annual leave, and the Company shall pay all fees, fares and reasonable accommodation expenses in connection with the training for each period of four weeks not otherwise made by the Government of New South Wales.

- 5.5 Wage Rate on Completion of Training - An apprentice who passes all stages of the trade course in the period normally required for its completion and whose workshop performance is satisfactory shall, during the last six months of apprenticeship or the balance of apprenticeship, whichever is the less, be paid at the rate, including shift penalty rates, prescribed for a tradesperson under this award.

6. Classifications

- 6.1 Implementation of Current Classifications - To ensure that the current classification structure is applied consistently and fairly, the parties have developed a set of "Level Indicators" which are intended to provide additional guidance to employees and supervisors as to an employee's proper classification level. These "Level Indicators" are intended to clarify the rights and obligations arising from the current classification structure, but not to alter those rights and obligations (see Appendix 1).

7. Wages

- 7.1 Applicable Tables - For the purposes of this clause, all references to Table 1 and Table 2 shall be read as references to Table 1 and Table 2, respectively, of Part B, Monetary Rates, of this.

7.1.1 The Company may enter into effective salary sacrifice arrangements with any Full-time or Part-time Employee. An effective salary sacrifice arrangement means an arrangement under which the employee agrees to forego part of his or her total remuneration that he or she would otherwise expect to receive as salary or wages in return for the Company providing benefits of a similar value. To avoid any doubt, such arrangements are voluntary and neither the Company nor any employee shall be compelled to enter into a salary sacrifice arrangement. When viewed objectively the terms and conditions of any salary sacrifice arrangement shall be no less favourable than the entitlements otherwise available under this Award. In addition, there must be compliance with each of the following conditions:

- (a) If an employee wishes to enter into salary sacrifice arrangement the employee must make a request for such an arrangement to the Company;
- (b) If the Company agrees to grant the employee's request, the employee must sign any declaration necessary to create an effective and lawful salary sacrifice arrangement for the purpose of income tax legislation, and which may also describe the manner in which payment is to be made to the employee for the purposes of ordinary earnings; overtime; annual leave; annual leave loading; and such other payments as may arise from time to time;
- (c) The arrangement is settled before the employee earns any right to payment of the sums to be sacrificed;
- (d) The structure of any agreed remuneration package complies with relevant taxation laws;
- (e) The employee shall have access to details of the payments and transactions made on his or her behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (f) The Company has the right to vary or withdraw from a salary sacrifice arrangement in the event of changes to the operation of legislation which the Company considers to be detrimental to, or increase the cost of, such arrangements;

- (g) In the event that the Company withdraws from a salary sacrifice arrangement, the employee's salary will revert to whichever is the higher of:
 - (i) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary sacrifice arrangement; or
 - (ii) the applicable rate as determined by the terms and conditions of this Award.
- (h) The Company and the employee may cancel any salary sacrifice arrangement by giving of one month's notice of cancellation to the other party;
- (i) The calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave, as provided under this Award, will be based on the ordinary time rate of pay that the employee would have received in the absence of the salary sacrifice arrangement; and
- (j) Unless there is agreement between the Company 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.

7.2 Basic Wage - This award, in so far as it fixes rates of wages for adult employees, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates. The said basic wage may be varied by the Industrial Relations Commission of New South Wales under subclause (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions, of the Industrial Relations Act 1996.

7.3. This Award allows for two methods of remuneration for any Full-time Employee (as defined in clause 3 of this Award). The Full-time Employee may be paid either:

- (a) the ordinary weekly rate of pay which applies to the employee's classification level as set out in Table 1 of Part B of this Award; or
- (b) a lesser rate of pay than that which applies to the employee's classification level as set out in Table 1 of Part B of this Award, but only if the employee and the Company have entered into an effective salary sacrifice arrangement of the type permitted by 7.12 of this Award.

7.4 Part-Time Employees - Unless the Part-time Employee (as defined in clause 3 of this Award) and the Company have entered into an effective salary sacrifice arrangement of the type permitted by 7.12 of this Award, the Part-Time Employee shall be paid an hourly rate of pay calculated by dividing the weekly (38 hour) Award rate for the appropriate classification, as set out in Table 1, by 38, and (where applicable), by applying the loadings specified by clauses 12 and 13 of this Award, with a minimum payment of 10% of the said weekly (38 hour) Award rate for each day on which the employee is rostered to work ordinary hours, and with a minimum payment of 30% of the said weekly (38 hour) Award rate for each week of employment.

7.5 Casual Employees - shall be paid an hourly rate of pay calculated by dividing the weekly (38-hour) award rate for the appropriate classification as set out in Table 1 by 38 and by applying the loadings specified by clause 14 of this award, with a minimum payment of 7% of the said weekly (38-hour) award rate for each engagement. Casual employees shall be engaged and paid by the hour.

7.6 Apprentices - shall be paid a percentage of the award rate for a Bread Industry Employee Level 3 as follows:

Apprenticeship	Percentage of Level 3 Rate
1st Year	54%
2nd Year	62%
3rd Year	71%
4th Year	85%

Age	Percentage of Appropriate Classification Rate
Under 17 Years of age	71%
At 17 Years of age	85%
At 18 years of age	100%

Provided that the weekly wage for junior employees under this subclause shall be calculated to the nearest 10 cents.

- 7.7 Unauthorised Absence From Work - Except in the case of employees who are absent from work on paid leave, an employee not attending for his/her rostered ordinary-time hours of work shall lose pay for the actual time of such non-attendance.
- 7.8 Pay Period - The Company shall fix a pay period which shall be common to all of the Company's employees except for production supervisors. Once fixed, such pay period shall not be altered without 14 days notice. In the event that the Company alters the pay period, then employees shall receive an additional pay covering all work performed during the interval between the end of the previously established pay period and the commencement of the new pay period.
- 7.9 Payment on Termination of Employment - When employment is terminated all wages and any other payments due shall be paid at the completion of the last week of employment.
- 7.10 Pay Day - Employees shall be paid on Thursday of each week, in accordance with subclause 7.9 above. Any employee who is not paid on such day shall be paid overtime rates for all time subsequently worked until payment is made if the circumstances giving rise to such delay are caused by the company.
- 7.11 Errors in Payment of Wages - Should a pay be miscalculated or incorrectly shown on a pay slip, the right to claim waiting time shall be waived provided that the employee has been paid the ordinary base rate of pay and provided further that such underpayment or error is corrected within 24 hours of notification by the employee to the pay office of the employer concerned. Where such underpayment or error is not corrected within 24 hours then waiting time as provided by subclause 7.11 shall apply.

8. Allowances

- 8.1 Meal Allowance - An employee required to work overtime for 2 hours or more without being notified the day before that the employee will be so required to work, shall be paid a meal allowance as set out in Item 1 of Table 2.
- 8.2 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 Ambulance or similar body, and who is appointed by the Company to perform first-aid duty, shall be paid the amount per week set out in Item 2 of Table 2.
- 8.3 Leading Operator's Allowance - A leading operator, other than a Bread Industry Employee Level 1, who is responsible for a group of employees, the achievement of their work task, and on-the-job training, shall be paid, when responsible for a group of:
- 8.3.1 up to four employees - the amount per week set out in Item 3 of Table 2.
- 8.3.2 more than four employees - the amount per week set out in Item 4 of Table 2.
- 8.4 Heavy Vehicle Driving Allowance - Employees required to drive a vehicle shall be paid an Allowance in accordance with the Licence required as follows:

Light Rigid (LR) as set out in Item 5 of Table 2 Allowances of Part B.
 Medium Rigid (MR) as set out in Item 6 of Table 2 Allowances of Part B.
 Heavy Rigid (HR) as set out in Item 7 of Table 2 Allowances of Part B.
 Heavy Combination as set out in Item 8 of Table 2 Allowances of Part B.

- 8.5 Boiler Allowance - Where an employee is appointed to be in charge of firing a boiler and is appropriately certificated by the Department of Industrial Relations, the employee shall be paid a weekly allowance as set out in Item 9 of Table 2.
- 8.6 Apprentice's Allowance -
- 8.6.1 An apprentice who gains a pass at the Stage 1 examination of the trade or correspondence course shall, commencing from the first pay period in the calendar year following the examination and continuing for the remainder of his/her term of apprenticeship, be paid a weekly margin as set out in Item 10 of Table 2.
- 8.6.2 An apprentice who successfully completes his/her full course in the bread manufacturing trade or correspondence course of technical training shall, in addition to the margin prescribed by paragraph 8.6.1 above, commencing from the first pay period in the calendar year following the examination and continuing for the remainder of his/her term of apprenticeship, be paid a weekly margin as set out in Item 11 of Table 2.
- 8.7 Merchandising Travelling Allowance -
- 8.7.1 Vehicle Allowance - Merchandisers shall be paid a daily "Fixed Charges" Vehicle Allowance for each day on which work is performed (whether as ordinary time or overtime), and also for each rostered working day on which the Merchandiser is absent on paid leave, of the amount provided under Item 12 of Table 2 (as varied in accordance with subparagraph 8.7.2.5).
- 8.7.2 Travel Allowance - Merchandisers shall be paid for all distance travelled from arrival at the first work site to arrival at the last work site during each shift, the amount per kilometre provided under Item 13 of Table 2.
- 8.7.3 Home to Work Travel - Except as provided under subparagraphs 8.7.2.5 and 8.7.2.6, the per kilometre rates payable under this clause are not payable for distance travelled by Merchandisers from their home to the first work site serviced during a shift of work, nor for distance travelled from the last work site serviced during a shift of work to the Merchandiser's home.
- 8.7.4 Home to Work Travel - Change in Merchandiser's Work Sites - If a Merchandiser's established work site/s are altered by the Company in order to meet the needs of the Company and/or of its clients, and if such alteration is put into effect without the agreement of the Merchandiser, then any additional distance travelled by the Merchandiser from home to work and/or from work to home as a result of that change shall be paid for by the Company at the rate provided for travel between work sites.
- 8.7.5 Home to Work Travel - Relieving Merchandisers - An employee who is appointed as a Relieving Merchandiser and who is required to carry out work on any day such that her/his total "home to first site" and "last site to home" travel exceeds 25 kilometres will be paid for all kilometres in excess of 25 at the amount per kilometre provided under Item 13 of Table 2.

9. Ordinary-Time Hours of Work

- 9.1 Full-time Employees -
- 9.1.1 Average ordinary-time hours per week - The quantum of ordinary time to be worked (or taken as paid flexible leave) by a full-time employee shall be specified in the employee's contract of employment, within the range of not less than 38 hours nor more than 40 hours per week averaged over each 8-week period, and the hours so specified shall not be varied without the agreement of both the employee and the Company. Such ordinary time shall be worked according to a roster for which the employee has been given at least 2 weeks notice in writing, and any time worked outside of an employee's rostered ordinary hours shall be paid for as overtime, unless such change to rostered ordinary hours of work is agreed to by the employee.

- 9.1.2 Spread of hours - Full-time employees may be rostered to work ordinary time during any hour of the day or night, and on any day of the week.
- 9.1.3 Hours per shift - Full-time employees shall be rostered to work ordinary-time shifts of not less than 6 hours nor more than 10 hours per shift. Such shifts shall be unbroken except for an unpaid meal break taken in accordance with the provisions of this award.
- 9.1.4 Shifts per day - Employees shall be rostered to work so that there shall be a break of not less than 12 hours between the end of each rostered ordinary-time shift and the start of the next rostered ordinary-time shift.
- 9.1.5 Shifts per Roster Cycle - Rosters shall include no more than an average of 5 ordinary-time shifts per week over a roster cycle of no more than 8 weeks. Within that limit, rosters shall include groups of up to 5 sequential ordinary-time shifts with each such group of sequential ordinary-time shifts to be followed by a long break of no less than 48 hours; provided further that by agreement between the Company and all of the employees affected, a roster may be introduced in a particular workplace (or section of a workplace) in which there are (across the whole roster cycle) an average of at least 48 hours per week included within long breaks that are themselves each of at least 48 hours in duration.
- 9.1.6 Shift Rotation - Shifts may be rotated. Different methods of rotation may apply in respect of particular groups or sections of employees in a bakery. Where shifts rotate, the rotation may be weekly, fortnightly, four-weekly or at such other interval as may be agreed from time to time between the Company and a majority of employees affected.
- 9.1.7 12-Hour Shifts - Leave is reserved to the parties to apply as they may be advised in relation to the introduction of 12-hour shifts.
- 9.2 Part-time Employees -
- 9.2.1 Ordinary-time hours per week - Employees working less than 38 hours per week on a regular basis shall be engaged as part-time employees and each such employee's contract of employment shall specify the number of hours per week to be worked as ordinary time (or taken as paid flexible leave) by that employee. Such ordinary time shall be worked according to a roster for which the employee has been given at least 2 weeks notice in writing, and any time worked outside of an employee's rostered ordinary hours shall be paid for as overtime, unless such change to rostered ordinary hours of work is agreed to by the employee.
- 9.2.2 Spread of hours - Each part-time employee's contract of employment shall specify the spread of hours in which the employee may be rostered to work ordinary hours of work, provided that there shall not be more than 14 hours between the time specified as the minimum start time and the time specified as the maximum finishing time.
- 9.2.3 Hours per shift - Part-time employees shall be rostered to work ordinary-time shifts of no more than 10 hours per shift, provided that where any unbroken shift exceeds 5 hours in duration, then an unpaid meal break shall be taken in accordance with the provisions of this award.
- 9.2.4 Spread of days - Part-time employees shall be rostered to work not more than one ordinary-time shift (whether as a broken shift or otherwise) on not more than 5 sequential days per week. Furthermore, for each part-time employee who is engaged to work less than 28 ordinary-time hours per week the employee's contract of employment shall specify a number of named days of the week on which the employee will not be rostered to work, depending on the number of ordinary-time hours per week for which the employee is engaged, as follows:
- 9.2.4.1 Less than 28 hours but not less than 20 hours - not to be rostered on 1 named day.
- 9.2.4.2 Less than 20 hours but more than 12 hours - not to be rostered on 2 sequential named days.

9.2.4.3 Up to and including 12 hours - not to be rostered on 3 sequential named days.

9.2.5 Part-time hours of work in writing - Each part-time employee's contract of employment shall be in writing, signed by the employee and the Company, and shall specify the total ordinary hours per week to be worked by the employee, the spread of hours in which the employee may be rostered to work ordinary hours of work, the days (if any) on which the employee will not be rostered to work ordinary hours, and (in the case of merchandisers) whether or not the employee will be required to work broken shifts. This contract of employment may be varied by agreement between the employee and the Company, subject to the Company informing the employee that he/she is entitled to seek advice from the Union prior to agreeing to any change. Provided that the arrangement of working hours of current part-time employees shall be committed to writing by the Company and, subject to the agreement of the employee, the matters so committed to writing shall thereafter constitute the employee's initial contract of employment under this award.

9.2.6 Country Region - Merchandiser Reduced Minimum Start

Notwithstanding any other provisions of this Award, by agreement between the employer and employee, and where the proposed reduced minimum start will affect a union member, the secretary of the Union; merchandisers may work a minimum start of not less than 2 hours. Arrangements made pursuant to this clause relate exclusively to Merchandisers engaged in remote Country regions. Such arrangements shall be subjected to a written and signed agreement in the terms set out in Appendix A of this Award.

9.3 Casual employees may be engaged to work not more than one ordinary-time shift per day of no more than 10 hours per shift, provided that where any unbroken shift exceeds 5 hours in duration, then an unpaid meal break shall be taken in accordance with the provisions of this award.

10. Broken Shifts - Merchandisers Only

10.1 Definition - For the purposes of this award, a broken shift is a single shift in which the employee's ordinary daily hours of work are worked in two parts that are separated by a break period of more than one hour, during which the employee is not required to perform duties and in which the second part of the shift is completed no more than 12 hours after the start of the first part of the shift.

10.2 Application of Clause - A merchandiser who is engaged on either a part-time or casual basis may be required under the terms of his/her contract of employment to work broken shifts.

10.3 Minimum Payment for a Broken Shift - A merchandiser who is required to work broken shifts shall be paid for the total ordinary-time work performed during each such shift an amount which is not less than 14% of the weekly (38-hour) award rate, such payment to be in addition to the break period payment prescribed under subclause 10.4 below.

10.4 Payment for Break Period - The break period included in a broken shift shall be paid for as time worked to the extent of 0.6 of one hour plus 15% of the duration of the break, such payment to be in addition to the minimum broken shift payment prescribed under subclause 10.3 above, provided that the employee shall not be paid for any kilometres travelled during the break period.

11. Meal Breaks

11.1 Period of Meal Break - An employee working a shift of more than 5 hours in duration must be given and must take an unpaid meal break of not less than 30 minutes and not more than one hour, to commence not less than 3 hours and not more than 5 hours after the start of the shift.

11.2 If Meal Break Not Given - Where a meal break is not given by the Company within 5 hours of the start of a shift, then the employee concerned shall be paid at the rate of 1.7 times the ordinary-time rate for the period from 5 hours after the start of the shift until the meal break is given, with a minimum of one half hour's pay at such rate, provided that an employee may agree to forego payment of the penalty loading prescribed by this subclause where the continuation of work is required because of emergency circumstances such as the breakdown of plant or equipment or the non-scheduled delivery of materials.

- 11.3 Continuity of Work - The meal breaks prescribed in this clause shall be given and taken so as not to interfere with the continuity of work and at times mutually agreed between the employee and the Company.
- 11.4 Crib Breaks for Delivery Drivers - Where an employee is engaged as a Delivery Driver, hours of work shall be rostered to provide for a paid crib break of not less than twenty minutes, which shall be counted as time worked.

12. Shift and Weekend Loadings

- 12.1 Night Shift - An employee whose ordinary hours of work are between midnight Sunday and midnight the following Friday and who are rostered within the hours of 6.00 p.m. one day and 6.00 a.m. the following day, shall be paid a shift loading of 20 per cent of the ordinary hourly rate of the employee's classification for each hour so worked.
- 12.2 Saturday Shift - An employee working ordinary hours of work between midnight Friday and midnight Saturday shall be paid a shift loading of 50 per cent of the ordinary hourly rate of the employee's classification for each hour so worked.
- 12.3 Sunday Shift - An employee working ordinary hours of work between midnight Saturday and midnight Sunday shall be paid a shift loading of 100 per cent of the ordinary hourly rate of the employee's classification for each hour so worked.

13. Overtime

- 13.1 Loading - A continuing employee who works overtime shall be paid at the ordinary hourly rate for the employee's classification plus a loading of 50% for the first two hours worked and a loading of 100% for all hours worked thereafter, provided that all overtime worked between midnight Saturday and midnight Sunday shall attract a loading of 100 %.
- 13.2 Overtime on Public Holidays - A continuing employee who works overtime between midnight at the start and midnight at the end of New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Anzac Day, Eight-hour Day, Christmas Day and Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State, shall be paid at the ordinary hourly rate for the employee's classification plus a loading of 110% for all hours so worked.
- 13.3 Call Back - Where an employee works overtime on any day and such overtime does not immediately precede or follow ordinary hours of work, then the employee shall be paid for a minimum of four hours overtime at the appropriate rate.
- 13.4 Rest Period After Overtime - An employee who works so much overtime between the termination of his/her work on one day and the commencement of his/her ordinary work on the next that he/she has not had at least 10 consecutive hours off duty between those times, shall either:
- 13.4.1 be directed by the Company to remain off duty following the completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; or
 - 13.4.2 be paid at the ordinary hourly rate plus a loading of 90% for all ordinary time worked until he/she is released from duty by the Company for a period of 10 consecutive hours off duty, with no loss of pay for any ordinary working time occurring during any such absence.
- 13.5 Casuals - Overtime - A casual employee engaged to carry out ordinary-time work covered by the provisions of this award and who, in the course of carrying out that work, undertakes further work such as would be payable at overtime rates if it were performed by an employee employed on a continuing basis, shall be paid at the ordinary hourly rate for the employee's classification, plus the loadings specified above, which shall be in substitution for all other loadings and leave entitlements under this award.

14. Redundancy

- 14.1 Where the Company has made a definite decision that it no longer wishes the job an employee has been doing done by anyone and this is not done through the ordinary and customary turnover of labour, and that decision leads to the termination of employment of the employee i.e. excess to requirements, the employee shall be entitled to the following redundancy payments;

Four (4) weeks notice or the payment of the balance between the actual notice given and four (4) weeks.

Four (4) weeks payment for each year of service and uncompleted years will be paid on a pro-rated basis.

The maximum redundancy payment to any employee shall be 60 weeks.

This clause shall not apply to Casual employees, Apprentices or employees engaged for a specific period of time or for a specific task/s. Furthermore, this clause shall not apply where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice.

- 14.2 Outplacement - Where the employment is terminated on the grounds of redundancy, the Company shall provide the outplacement services to the employee at the company's expense. Where a member of the union is affected, the company will discuss the selection and engagement of the provider(s) of outplacement services with the Union prior to their utilisation.

15. Annual Leave

- 15.1 Quantum of Annual Leave - Employees other than casual employees shall accrue an entitlement to paid annual leave at the rate of $(4 \times 60)/52.18 = 4.6$ minutes for each hour of rostered ordinary-time work (or paid leave).

- 15.2 Payment while on Annual Leave - Employees other than casual employees shall be paid, while absent from work on paid annual leave, whichever is the greater of:

15.2.1 the ordinary-time pay (including all shift and/or weekend penalties) which they would have otherwise earned during the period of the leave; or

15.2.2 an hourly rate for each hour of leave calculated by dividing the weekly (38 hour) award rate for the appropriate classification as set out in Table 1 of Part B of this award by 38 and adding 17.5 per cent.

- 15.3 Amount Used - For each absence on annual leave the employee's accrued annual leave entitlement shall be reduced by the number of ordinary-time hours which the employee would normally have worked during the period of that absence.

- 15.4 Other Provisions - All other provisions governing annual leave shall be in accordance with the provisions of the Annual Holidays Act 1944, provided that the amount prescribed by that Act as payable to casual employees in lieu of annual leave shall be encompassed within the loadings for casual employees provided under clause 14 of this award.

16. Long Service Leave

- 16.1 Quantum of Long Service Leave - Employees other than casual employees shall accrue an entitlement to paid long service leave at the rate of $(60 \times 52.18/6)/(52.18 \times 10) = 1$ minute for each hour of rostered ordinary-time work (or paid leave).

- 16.2 Access - Accrued long service leave shall become available to the employee after ten years service with the Company or otherwise in accordance with the provisions of the *Long Service Leave Act 1955* governing access to long service leave.

- 16.3 Payment while on Long Service Leave - Employees other than casual employees shall be paid, while absent from work on paid long service leave, the ordinary-time pay (including all shift and/or weekend penalties) which they would have otherwise earned during the period of the leave.
- 16.4 Amount Used - For each absence on long service leave the employee's accrued long service leave entitlement shall be reduced by the number of ordinary-time hours which the employee would normally have worked during the period of that absence.
- 16.5 Other Provisions - All other provisions governing long service leave shall be in accordance with the provisions of the Long Service Leave Act 1955, including the provisions of that Act governing long service leave for casual employees.

17. Flexible Leave

- 17.1 Purpose - The Flexible Leave System has been introduced to provide continuing employees with an opportunity to organise their individual working arrangements so as to give them the best possible balance between their earning capacity and their need for time away from work for personal needs and/or for family responsibilities.
- 17.2 Flexible Leave Bank - A Flexible Leave Bank will be established for each employee and any money amount due to an employee in relation to these pre-existing entitlements shall be paid into that employee's Flexible Leave Bank.
- 17.3 Ongoing Accumulation - Company's Contribution - The Company shall pay into each employee's Flexible Leave Bank each pay day an amount equal to 10% of the employee's total earnings for ordinary time worked during that pay period, including all shift and/or weekend penalties and/or all ordinary-time allowances paid on a per shift or per week basis.
- 17.3.1 Public Holiday Payments - Continuing employees shall not be entitled to any additional penalty loadings for either ordinary time or overtime work on a public holiday beyond those penalty loadings (if any) which apply generally on that day of the week, nor shall they be entitled to any payment from the Company for a public holiday on which they are not required to work.
- 17.3.2 Shift Workers Leave - Continuing employees may be required to work shift work but shall only be entitled to the four weeks annual leave which is prescribed by the Annual Holidays Act 1944.
- 17.3.3 Bereavement Leave/Family Leave, etc. - Continuing employees who require time off work in order to undertake family responsibilities shall be granted such time off in accordance with the notice requirements as provided under paragraph 17.8.2, but the payment for that leave shall be drawn from the employee's Flexible Leave Bank.
- 17.4 Ongoing Accumulation - Employee's Contribution - A deduction of 5% shall be made from each employee's total earnings for ordinary-time worked during each pay period, including all shift and/or weekend penalties and/or all ordinary-time allowances paid on a per shift or per week basis, and this amount shall be paid into the employee's flexible leave Bank, in addition to the Company's contribution provided for under subclause 17.3 above. The flexible leave accumulated under this subclause shall be in full substitution for all rights in relation to paid rostered days off previously provided for under the Bread Industry (State) Award.
- 17.5 No Accumulation During Paid Leave - The Company shall not be required to make any contribution to any employee's Flexible Leave Bank in relation to any payments made to an employee who is absent on any form of paid leave (including flexible leave), nor shall any employee's contribution to his/her Flexible Leave Bank be made from any such payments for paid leave.
- 17.6 Payment While Absent on Flexible Leave - An employee who is absent from work on accrued flexible leave, in accordance with the notice requirements provided under subclause 17.8 below, shall be paid the full amount which would have been payable for the ordinary time that he/she would normally have worked during the period of that absence, including all shift and/or weekend penalties and/or all

ordinary-time allowances paid on a per shift or per week basis. The amount so paid shall be deducted from the employee's Flexible Leave Bank.

- 17.7 Public Holidays- Flexible Leave On Company's Direction - An employee who is not required to perform his/her normal duties on a public holiday may be given no less than one week's notice by the Company that he/she is required to take accrued Flexible Leave equal to the ordinary time he/she would have otherwise worked on that day, and if such notice is given then the payment made to the employee for such absence shall be deducted from the employee's Flexible Leave Bank. Provided that where an employee has insufficient credit in his/her Flexible Leave Bank to cover such absences, then he/she may be directed to take leave without pay for that period.
- 17.8 Notice Requirements for Taking Flexible Leave - An employee and his/her supervisor may mutually agree to the taking of accrued flexible leave at any time, for any purpose, and over any desired period. Where such agreement cannot be reached then the employee shall be granted such leave subject to the following notice requirements:
- 17.8.1 Absence due to personal illness or incapacity - Prior to the start of any such absence the employee will inform the Company of his/her inability to attend for duty, and, as far as practicable, shall state the nature of the injury or illness and the estimated duration of the absence. In such cases of leave without prior written notice the employee may be required to prove to the satisfaction of the Company that the leave was genuinely necessary due to his/her personal illness or incapacity, but provided that a medical certificate shall not be required in relation to the first two such single-day absences in any one year. Provided further that the notice requirements in this clause and or subclause shall not be enforced where the employee is unable to give such notice as a result of the employees illness or incapacity or other factors beyond the employees control.
- 17.8.2 Absence due to family responsibility - An employee shall be entitled to take accrued flexible leave to undertake responsibilities associated with the care and support of a person who lives in the same domestic dwelling as does the employee and who is the spouse, de facto spouse, same sex partner, child or relative of the employee. In such cases the employee shall, prior to the start of any such absence, give the Company notice of the intention to take flexible leave, the name of the person requiring care and the nature of that person's relationship to the employee, and the reasons for taking such leave and the estimated duration of the absence. If it is not practicable for the employee to give prior notice of absence, then the employee shall notify the Company by telephone of such absence at the first opportunity on the day of the absence. The employee shall, if required by the Company, establish the illness of the person needing the employee's care by production of a medical certificate or statutory declaration.
- 17.8.3 Single-day absences for other purposes - Subject to paragraph 17.8.5 below, an employee shall be allowed to take accrued flexible leave for a single-day absence where he/she gives the Company one week's notice of his/her intention to do so.
- 17.8.4 Multiple-day absences for other purposes - Subject to paragraph 17.8.5 below, an employee shall be allowed to take accrued flexible leave of more than one day where he/she gives the Company two weeks' notice of his/her intention to do so.
- 17.8.5 Minimum staffing levels - The Company may refuse to allow an employee to take accrued flexible leave under paragraphs 17.8.3 and 17.8.4 above, where allowing such leave would result in the number of employees being absent on paid leave from a particular section of the bakery to be more than the number of employees as provided for under paragraph 17.8.6 below, provided that any employee who is refused leave under this subclause shall be given preference for access to leave once the staffing level in his/her section recovers. Provided further that employees who are absent on workers compensation leave or leave without pay shall not be counted as being absent on leave for the purpose of applying the relevant minimum staffing levels.

- 17.8.6 The number of employees referred to in paragraph 17.8.5 above shall be whichever is the greater of either one employee or a percentage of employees as agreed between the Company and the employees in the particular workplace or section, provided that if agreement cannot be reached as to the percentage applicable under this subclause then the percentage shall be 15% of the employees employed in that workplace or section.
- 17.9 Cashing Out of Flexible Leave - An employee may draw amounts credited to his/her Flexible Leave Bank as money rather than as paid leave, or as a combination of paid leave plus additional money, subject to the following provisions:
- 17.9.1 Maximum cash-out - At least 25% of the total money amount paid into an employee's Flexible Leave Bank must be taken by the employee as paid leave.
- 17.9.2 Notice required - The Company may require up to two weeks' notice of an employee's wish to withdraw money amounts from his/her Flexible Leave Bank.
- 17.9.3 Minimum amount - The minimum amount which an employee may withdraw from his/her Flexible Leave Bank on any one occasion shall be 50% of the total ordinary-time wages (including all shift and/or weekend penalties and/or all ordinary-time allowances paid on a per shift or per week basis) which are normally earned by the employee for one week's work.
- 17.10 Recording of Flexible Leave - Flexible Leave System will be administered by the Pay Department and the amount recorded in each employee's Flexible Leave Bank shall be updated once each pay period. The money amount available to each employee as accrued Flexible Leave shall be shown on the employee's pay slip each pay day.
- 17.11 Maximum Annual Carry Over of Flexible Leave - Subject to the restriction imposed by paragraph 17.9.1 of subclause 17.9 of this clause, on the first pay day in June each year each employee will be paid out any accrued flexible leave credit which exceeds the amount of ordinary-time wages (including all shift and/or weekend penalties and/or all ordinary-time allowances paid on a per shift or per week basis) which are normally earned by the employee for two weeks' work.
- 17.12 Payment on Termination - If an employee ceases to be employed by the Company for any reason whatsoever, then any accrued flexible leave credit owing to that employee shall be paid to the employee. This payment shall not be counted for the purposes of any other payment due to the employee on termination.

18. Sick Leave

- 18.1 Quantum of Sick Leave - Employees other than casual employees shall accrue an entitlement to paid sick leave at the rate of $(60 \times 1)/52.18 = 1.15$ minutes for each hour of rostered ordinary-time work (or paid leave).
- 18.2 Sick Leave - Prior to the start of any such absence the employee will inform the Company of his/her inability to attend for duty, and, as far as practicable, shall state the nature of the injury or illness and the estimated duration of the absence. Provided further that the notice requirements in this clause and or subclause shall not be enforced where the employee is unable to give such notice as a result of the employees illness or incapacity or other factors beyond the employees control.
- 18.3 Access to Accrued Paid Sick Leave - Employees (other than casual employees) who are absent from work on account of personal illness or incapacity shall be entitled to paid sick leave up to the quantum accrued by the employee, provided that paid sick leave shall not be available to an employee:
- 18.3.1 during the employee's first three months of service;
- 18.3.2 an employee shall prove to the satisfaction of the employer that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick

- leave is claimed; provided that for the first two single days for which sick leave is claimed in a year of employment, a medical certificate shall not be required.
- 18.3.3 an employee shall be entitled to a total of two single sick days per year without a medical certificate, the two days may be taken in accordance with clause 18.3.2 or clause 17.8.1.
- 18.3.4 if the employee fails to notify the Company of his/her inability to attend for duty and/or fails to (as far as practicable) state the nature of the injury or illness and the estimated duration of the absence. Such notification is to be given prior to the start of any such absence, provided that the notice requirements in this subclause shall not be enforced where the employee is unable to give such notice as a direct result of the employees illness or incapacity or other factors beyond the employees control.
- 18.4 Payment While on Sick Leave - Employees other than casual employees shall be paid, while absent from work on paid sick leave, the ordinary-time pay (including all shift and/or weekend penalties) which they otherwise would have earned during the period of the leave.
- 18.5 Amount Used - For each absence on sick leave the employee's accrued sick leave entitlement shall be reduced by the number of ordinary-time hours which the employee would normally have worked during the period of that absence.
- 18.6 Accumulation From Year to Year - Any sick leave entitlement which has not been taken in any year of employment shall accumulate from year to year and may be claimed by the employee and shall be allowed by the Company (subject to the conditions prescribed by this clause) in any subsequent year of continuous employment. For the purpose of this subclause, service includes any period of absence on paid leave and continuous service shall be deemed not to have been broken by any period of unpaid leave granted by the Company or by any unpaid absence from work by reason of personal illness, injury, or other reasonable cause (proof of which in each case shall be upon the employee), provided that any such unpaid leave shall not be taken into account in computing the total period of service for accrual purposes.
- 18.7 Access Prior to Approval of Workers Compensation - Employees who have made an application for payment pursuant to the Workers Compensation Act 1987, shall be entitled to access accrued sick leave, up to quantum accrued by the employee, provided that such payment shall be adjusted with the employer in the event the employee is entitled to workers compensation payments, so as to ensure that neither the employer or the employee does not receive both sick leave and workers compensation for the same period of time.
- 18.8 Extended Sick leave entitlements - The parties have agreed that existing sick leave provisions will be enhanced with a provision for extended Sick leave in genuine circumstances of serious illness or incapacity.
- 18.8.1 Maximum entitlements to Extended Sick Leave - The maximum entitlements for extended sick leave will be 6 months every two years.
- 18.8.2 Payment while on Extended Sick Leave - Employees other than casual employees shall be paid, while absent from work on paid extended sick leave, on the average of the weekly pay. The average will be calculated on the previous six months wages they have earned.
- 18.8.3 Notification - The employee must advise the company on that day that they will be absent from work, unless the employee's circumstances are such that they cannot advise the company by that time, in which case they must notify the company as soon as possible.
- 18.8.4 Medical Certificate - All applications for payment of extended sick leave beyond the sick leave entitlement detailed in clause 18.1, must be accompanied by a medical practitioner's certificate verifying the ill health or incapacity, including prognosis and number of days absent from work.

- 18.8.5 Section Opinion - The Company reserves the right to a second medical practitioner's opinion verifying the ill health or incapacity, including prognosis. The company will pay for the second opinion. Were the two medical practitioners can agree on the prognosis a third independent medical practitioner shall be agreed and their determination will be binding on the parties.
- 18.9 Limitation on extended Sick Leave entitlements
- 18.9.1 Casuals will not be entitled to extended sick leave
- 18.9.2 Employees will not be eligible for extended sick leave due to a work place injury or while waiting for Workers Compensation claim to be accepted.
- 18.9.3 Employees will not be eligible for extended sick leave while they still have leave accrued.
- 18.9.4 Employees will not be eligible for payment of extended sick leave for the first 18 months of permanent employment.
- 18.9.5 Extended sick leave is only available for periods greater than two weeks
- 18.9.6 Extended sick leave will not be granted to an employee for family carers leave.
- 18.9.7 Sick leave and extended sick leave will not be paid out upon separation from the company.
- 18.9.8 Where it is clear that an employee will be absent from work on extended sick leave for more than four weeks, the company will assess the need for and, where appropriate, initiate a Return to Work program to assist the employee's safe return to work.

19. Family Leave

- 19.1 Entitlement - In addition to the leave provided under paragraph 17.8.2 , Flexible Leave, but subject in all cases to the agreement of the Company, an employee (other than a casual employee) who is responsible for the care and support of a person who lives in the same domestic dwelling as does the employee and who is the spouse, de facto spouse, same sex partner, child or relative of the employee, may, for the purpose of undertaking those responsibilities, elect to:
- 19.1.1 take unpaid leave;
- 19.1.2 take accrued annual leave not exceeding five days in any calendar year;
- 19.1.3 take time off in lieu of payment for overtime worked, at a time or times agreed with the Company. In such cases the amount of time allowed off shall be equal to the amount of time worked as overtime. Where time off in lieu under this provision has not been sought by the employee and allowed by the Company within 4 weeks of the overtime having been worked by the employee then the employee shall be paid for the overtime worked at the overtime rates provided under this award;
- 19.1.4 take time off work and then work the same amount of additional time on a later date, at the ordinary-time rate of pay for the hours so worked, even where the additional hours so worked would otherwise attract payment at overtime rates under other provisions of this award.
- 19.2 Not Limiting - It is to be understood that paragraphs 19.1.1, 19.1.2, 19.1.3 and 19.1.4 are intended to be facilitative only, and are not to be read as limiting any rights and/or obligations of employees and/or of the Company in relation to absences from work for purposes other than for family leave.

20. Jury Service

- 20.1. Entitlement - an Employee, Other Than a Casual Employee, Shall be Allowed Leave of Absence During Any Period When Required to Attend for Jury Service.
- 20.2. Payment During Jury Service - During any leave of absence for jury service an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay.
- 20.3. Proof - An employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirement as soon as practicable after receiving notification to attend for jury service.

21. Shortage of Money Or Bread

- 21.1. Loading Slips - An employee shall be supplied with a copy of the loading slip for each load taken during the day.
- 21.2. Notification - where a shortage of money or bread appears on the face of the employee's book or statement of delivery and such shortage appears to the Company to be the result of the employee's negligence or failure to properly carry out his/her duties then the employee shall be notified of such shortage by the Company, and given an opportunity of checking same, within 48 hours after the day on which the entry in the book or statement has been made. Saturdays, Sundays, and holidays are not to be reckoned in the said 48 hours. Provided further that an employee shall not be held to be responsible for moneys stolen by other person/s unless the employee has failed to properly utilise such method of ensuring the safekeeping of money held in the Company's vehicle as may be provided by the Company.
- 21.3. Deductions - Where the employee is notified of the shortage within the period prescribed by sub clause 2 of this clause, the Company may, each week, until the whole shortage is satisfied, deduct an amount on account thereof from the wages due to the employee: provided that the employee is paid a gross sum not less than two-thirds of the pay prescribed for the employee's classification by this award; provided further that in the case of dishonesty or in the case of termination of services, the full amount of the wages due may be retained by the Company. Deductions in respect of shortages notified in accordance with the provisions of this clause shall commence within 3 months of such notification and then continue each week until the shortage is repaid, otherwise the right to deduct shall be forfeited.
- 21.4. Carry Over of Overs and Shortages - Employees shall be notified each week of the overs and shortages. Any overs are to be credited to the employee and shall be available to meet subsequent shortages; provided that any credit at the end of any accounting quarter may be forfeited, except that shortages and overs in the last two weeks of any quarter may be offset against overs or shortages in the first two weeks of the next quarter.
- 21.5. More Than One Employee on a Run - For the purpose of this clause, where more than one employee is regularly employed delivering on any bread run from one vehicle or conveyance, each shall be supplied by the Company with a book in which the employee shall enter daily, the amount of bread that the employee delivers to each customer served by the employee and any cash received. This subclause shall not apply to an employee learning the run.
- 21.6. Responsibility for Other Deliveries - Unless an employee is furnished with a list of bread and bread rolls delivered to customers and cash received on the employee's run by some other person the employee shall not be responsible for the booking thereof.

22. Occupational Superannuation

Superannuation contributions made by the Company on behalf of the Employees under this agreement may only be made to George Weston Foods administered fund (The Default Fund) or the Australian Retirement Fund or the LUCRF Fund. Employees shall have the choice to have contributions directed to any of these funds. This choice may be exercised as at 1 January each year. The cost of any change will be the responsibility of the Employee.

22.3 Contributions shall comply with legislative and trust deed requirements.

23. Occupational Health and Safety

23.1 The safety and health of employees is of great concern to the Company. The Company aims to conduct all its operations with full regard to the health and safety of employees, customers and the community and with the utmost consideration for the environment. The parties to this award recognise the responsibility of all employees of working in a safe manner at all times in compliance with statutory and local requirements. The responsibilities of the Company and all employees are set out in both the George Weston Foods Limited Safety Policy and the Tip Top Bakeries Safety Strategy.

The major objectives of the George Weston Foods Limited Safety Policy and the Tip Top Bakeries Safety Strategy are to ensure that:

1. A safe working environment and safe systems of work are provided and maintained;
2. machinery, equipment and substances are provided and maintained in a safe condition;
3. Employees are provided with the information, instruction, training and supervision that they need to ensure their health and safety;
4. Health and safety performance is improved and the incidence of injury and illness in the workplace is reduced by implementing a program of continuous improvement and reviewing health and safety policies, procedures and work practices on a regular basis; and
5. Consultation and cooperation between management, employees and their representatives on health and safety issues is encouraged and improved by the effective performance of fully representative Health and Safety Committees.

To enable the desired changes to become effective on all the company's workplaces, parties agree to the commitment of separating occupational health and safety issues from industrial relations issues and agendas.

No worker shall be required to work in an unsafe situation.

23.2 Protective Equipment - The Company shall provide a waterproof cape or coat to employees when they are required to work outdoors during wet weather and shall provide all necessary protective clothing so as to ensure the health, safety and welfare of its employees in accordance with the requirements of the Occupational Health and Safety Act 2000. The company will provide suitable protective gloves, masks, ear muffs or ear plugs, footwear and work outer clothing where the process so requires. An employee who is supplied with any of the protecting equipment specified herein shall wear or use, as the case may be, such protective equipment in such a way as to achieve the purpose for which it is supplied. Such requirements may be varied to accommodate a certificate from the company's occupational physician.

23.3 Uniforms

- I. At the commencement of each years' employment, the Company shall supply uniforms to each employee that are appropriate to the duties performed. Such uniforms shall conform with the relevant standards of health and safety.
- II. No less than three (3) upper and three (3) lower garments or equivalent shall be supplied each year.
- III. The Company shall replace damaged uniforms when evidence of loss or damage is produced.
- IV. The Company shall continue to observe existing custom and practice where it is more favourable to employees than the arrangements set out in 2 above.

- 23.4 Bakehouse Clothing - The Company shall provide and maintain in good order and condition, for the use of every person engaged in the bakehouse in a manufacturing process, a sufficient supply of clothing consisting of a suitable head covering and either an overall or a bib apron or short trousers, provided that short trousers shall not be provided for the use of any person unless he/she agrees to wear short trousers. All such overalls, bib aprons and short trousers shall be of light coloured washable material and all such head covering shall be of light coloured washable or disposable material. Each such person shall be provided with clean clothing at least twice weekly.
- 23.5 Baskets - Basket and basket covers, where they are required by the Company to be used, shall be supplied by the Company. Such baskets shall be washed and basket covers laundered by the Company.
- 23.6 Money Bag - The Company shall provide an employee handling cash with a money bag, if it is required by the employee.
- 23.7 Care of Equipment - Employees are responsible for the care and safekeeping of all issued equipment and clothing and shall return each article to the Company on request or on termination of their employment; in default, the Company may deduct from wages due an amount equal to its replacement value less reasonable depreciation, having regard to the condition of the item.

24. Labour Hire Employees

The following shall govern conditions under which the company will engage a labour hire firm:

- 24.1 The company's preference is to carry out as much of the site's operations as possible with company employees
- 24.2 Notwithstanding the above, there may be occasions which require the use of a labour hire firm. Generally, the need for a labour hire firm would occur either because
- I. A permanent vacancy has arisen, or
 - II. A non-permanent vacancy has arisen of a short term.
 - III. in emergency situation of a short term nature has arisen where customer or operational requirements have changed
- 24.3 Where a permanent vacancy arises, the company may utilise a labour hire firm to recruit new employees. These employees shall remain employees of the labour hire firm for no longer than one month. At the completion of that month those same employees shall be employed by the Company as casual employees for a period to be not longer than three months for such time that they commenced employment at the Company. At the completion of the three month period the said employee shall be made a permanent employee.
- 24.4 Where a non-permanent, short-term vacancy arises then the Company may engage the use of a labour hire firm only where it is agreed that;
- I. Existing employees of the Company, either full-time or casual, are unable to perform the work to be done and;
 - II. That all other avenues available have been exhausted by the company to cover the additional work; and
 - III. That the company employees, who have voluntarily elected to go on the overtime list, have been asked to cover the vacancy
 - IV. The company will inform the Union delegate/s of the causes giving rise to the engagement of a labour hire firm.

- V. The employment of a labour hire firm will not continue for more than one month or they will become a company casual employee.
- 24.5 Where a long-term, non-permanent vacancy arises the Company will;
- I. Offer the position to an existing Company casual or;
- II. Where no existing casual seeks the position the company may offer the position firstly to an existing labour hire employee or to a newly recruited labour hire firm employee. The said labour hire employee will only remain at Tip Top as a labour hire firm employee for no longer than four months, or for a period mutually agreed between the relevant Department Manager and the Site Union Delegate. Labour Hire employees shall only be engaged for periods in excess of four months, where such employee is relieving for absences caused by long service leave, extended annual leave or undefined periods of workers compensation or sick leave. In the event that the above categories do not meet particular circumstances, parties may mutually agree on other arrangements. Following the completion of that month, or agreed period, the employee will become an employee of the Company as a Fixed Term Employee pursuant to Clause 4 of this Agreement.
- 24.6 Where a company engages a labour hire firm the company's contract with the labour hire firm will include the following provisions:
- I. Casuals will be paid according to the terms and conditions of this Agreement.
- 24.7 In accordance with the above, it is also accepted that where a vacancy arise either permanent or short-term on shift work, the first opportunity to fulfil this vacancy will be given to existing permanent day shift employees of the Company provided that the duties as are within the employee's skills and competence.

25. Disputes Procedure

- 25.1 Any question, dispute or difficulty arising out of the operation of this Agreement shall be dealt with in the following manner:
- I. The employee involved shall refer the matter to his or her immediate Supervisor/Manager for resolution. The Supervisor/Manager will, in normal circumstances, provide an answer within 24 hours
- 25.2 Notification - The employee, or Union on the employees behalf, is required to notify the Company (in writing or otherwise) as to the substance of the grievance or dispute, to request a meeting with the Company for joint discussions and to state the remedies which are sought.
- 25.3 Graduated Process - A grievance must initially be dealt with as close to its source as possible. If the matter is not then resolved the employee may confer with his or her Union representative within working hours and together the matter will be discussed with representatives of the Company. There shall be further discussions and resolutions at higher levels of authority, and responsible time limits must be allowed for discussions at each level of authority. During this process the employee may be represented by an officer of the Union.
- 25.4 Finalisation - If the matter has not been resolved to the employee's satisfaction by these discussions, then the Company must provide a written response to the employee's grievance, including reasons for not implementing any proposed remedy.
- 25.5 Reference to Commission - Nothing in this clause shall be taken as limiting either party's right to refer a matter in dispute to the Industrial Relations Commission of New South Wales for conciliation and arbitration.
- 25.6 In the event of a dispute, normal work must continue until an agreement is reached or the dispute is otherwise resolved.

- 25.7 The above procedure will also apply in respect of disputes, questions or difficulties which relate to more than one employee.

26. Union Rights

- 26.1 Union Membership - The parties recognise the arrangements outlined in this agreement have evolved from the Union representing employees. The company agrees that the Union will have the right to enrol employees on the premises.

The company undertakes upon authorisation to deduct Union membership dues, as levied by the Union in accordance with its rules, from pay of employees who are members of the Union. Such monies collected will be forwarded to the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

- 26.2 Stop Work Meetings - Employees of the company shall participate in one paid stop work meeting of a maximum of two hours for each year of the Agreement. The Delegates in consultation with Bakery Management, may determine the production needs of the bakery and agree on a skeleton crew of non union employees to maintain a safe operation of the Bakery.

The Union will give the Company 7 days' notice of its intention to convene a Union meeting. The time of the meeting will be mutually agreed having regard to the particular operating requirements of the Bakery/Bakeries.

- 26.3 Trade Union Training - During the life of this Agreement, the Union may from time to time nominate Union Representatives to attend without loss of pay to a training course held by the Union or any other training recognised by the Union. The Union will give the company a minimum of 14 days notice of its intention to hold a training course.

- 26.4 Delegates Rights - The company shall recognise any duly accredited delegate(s) of the Union where it is advised by the Union that the person concerned has been elected/appointed as a Delegate in accordance with the rules of the Union.

The delegates will provide to the company on a 3 monthly basis during the life of the Agreement, a list of current delegates employed by the bakery.

- 26.5 Reasonable notification and Access - In recognising the rights of Union Delegates the company shall give to delegates reasonable notification and access to the following:

- I. The Company will supply to Delegates a list of all new employees on a monthly basis, detailing their name and department in which they work.
- II. Inductions - Delegates shall be given a reasonable amount of time without loss of pay to talk to new employees, to explain the role of the Union and the benefits of Union Membership.
- III. Counselling Sessions - Delegates shall be notified no later than 24 hours prior to any counselling session involving any employee of the company covered by this agreement.
- IV. Warning Sessions - Delegates shall be notified no later than 24 hours prior to any warning session involving any employee of the company covered by this agreement

Union delegates shall be notified of all Induction, Counselling and Warning sessions that are to be held within their department, if a department has no elected Union Delegate, the Company shall notify other Delegates employed at the Bakery.

Union delegates shall be given time off work to attend such sessions, if a request is made by the employee effected.

- 26.6 Reasonable Access - In recognising the rights of Union delegates the Company shall give to Delegates reasonable access to the following facilities:

Telephone
 Fax Machine
 Photocopying
 Storage

These facilities shall be made available to Delegates to perform their duties as the duly elected representatives of the Employees.

Union delegates will obtain the approval of their immediate supervisor before taking paid time to discharge their functions pursuant to Clause 26 such approval will not unreasonably be withheld.

- 26.7 Reasonable Paid Time - Delegates will be given reasonable time per week, without loss of pay, to assist in the reasonable discharge of their functions as a Representative of the employees covered by this Agreement.

Union delegates will obtain the approval of their immediate supervisor before taking paid time to discharge their functions pursuant to Clause 26. Such approval will not unreasonably be withheld.

27. Area, Incidence and Duration

- 27.1 Coverage This award shall be binding on the Company in respect of all its employees employed within the State of New South Wales and who come within the jurisdiction of the Baking Industry (State) Conciliation Committee and/or who are apprentices to the trade of bread manufacturing, and it shall, except as provided for under subclause 2.3 of clause 2, Savings Provisions, of this award, rescind and replace the Bread Industry (State) Award published 24 February 1995 (284 I.G. 136), as varied, to the extent of that coverage.
- 27.2 This award rescinds and replaces the LHMU & Tip Top Bakeries (NSW) Enterprise Award 2004 published on 4 February 2005 (348 I.G. 314).
- 27.3 Operation - This award shall take effect from the first pay period on or after 1 November 2005 and shall remain in effect until 1 August 2008 .

PART B

MONETARY RATES

Table 1a - Weekly (38-Hour) Rates for Full-time Employees except Chullora - Production and Warehouse

Classification	Ordinary-time Rate of Pay per 38-hour Week From 1st full pay period from 19th September 2005 \$	Ordinary-time Rate of Pay per 38-hour Week From 1st full pay period from 1st August 2006 \$	Ordinary-time Rate of Pay per 38-hour Week From 1st full pay period from 1st August 2007 \$
Level 1	731.38	760.64	791.06
Level 2	668.82	695.57	723.40
Level 3	637.52	663.02	689.54
Level 4	590.93	614.57	639.15
Level 5	559.73	582.12	605.40
Level 6	526.76	547.83	569.74

Table 1b - Weekly (38-Hour) Rates for Full-time Employees - Chullora - Production and Warehouse

Classification	Ordinary-time Rate of Pay per 38-hour Week	Ordinary-time Rate of Pay per 38-hour Week	Ordinary-time Rate of Pay per 38-hour Week
	From 1st full pay period from 19th September 2005 \$	From 1st full pay period from 1st August 2006 \$	From 1st full pay period from 1st August 2007 \$
Level 1	731.38	760.64	791.06
Level 2	668.82	695.57	723.40
Level 3	637.52	663.02	689.54
Level 4	590.93	614.57	639.15

Table 2 - Allowances

Item No.	Brief Description	From 1st full pay period from 19 September 2005 \$	From 1st full pay period from 1st August 2006 \$	From 1st full pay period from 1st August 2007 \$
1	Meal allowance (2 or more hours overtime without notice)	9.90	10.30	10.75
2	First-aid (when appointed by Tip Top as first-aid officer)	12.90 per week	13.40 per week	13.95 per week
3	Leading Operator: supervision of up to 4 employees	14.60 per week	15.15 per week	15.75 per week
4	Leading Operator: supervision of more than 4 employees	28.80 per week	30.00 per week	31.15 per week
5	Light Rigid Vehicle Allowance	30.00 per week	31.20 per week	32.45 per week
6	Medium Rigid Vehicle Allowance	40.00 per week	41.60 per week	43.25 per week
7	Heavy Rigid Vehicle Allowance	50.00 per week	52.00 per week	54.10 per week
8	Heavy Combination Vehicle Allowance	70.00 per week	72.80 per week	75.10 per week
9	Boiler Allowance (when appointed in charge of firing a boiler)	12.40 per week	12.85 per week	13.40 per week
10	Apprentices' Allowance: for stage 1 pass	5.55 per week	5.80 per week	6.00 per week
11	Apprentices' Allowance: on completion of course	15.75 per week	16.40 per week	17.05 per week
12	Merchandising Vehicle Allowance	16.60 per day	17.25 per day*	17.95 per day*
13	Merchandising Travel Allowance: all travel on rostered days	17.68c per km	18.39c per km*	19.12c per km*

* Merchandising Vehicle Allowance and Merchandising Travel Allowance

Subject to majority agreement of all merchandisers 4.0% effective from the first pay period to commence on or after 1st August 2006 OR by adjustments following a review of an independent assessment (by NRMA or agreed motoring body) of Toyota Camry (mid size) vehicle. The decision will also apply for an adjustment effective from the first pay period to commence on or after 1st August 2007.

APPENDIX 'A'

The Tip Top NSW Enterprise Award 2005

1. The following arrangement is made pursuant to clause 9.2.6 - Country Region - Merchandiser Reduced Minimum Start - of the Award, in regard to the following work locations:

(Location(s) of Establishment)

2. It is agreed between the parties that the following arrangement for a Country Region - Merchandiser Reduced Minimum Start for the above location is as follows :
3. This agreement shall take effect from the beginning of the first full pay period to commence on or after _____(insert date) and shall remain in force for a period of _____ being a period no longer than 24 months.
4. Signed on behalf of George Weston Foods Pty Ltd trading as Tip Top Bakeries.

Signed By: _____ Name: _____
(please print)

(Employee to sign) (please print) Name: _____

Signed on behalf of the Australian Liquor Hospitality and Miscellaneous Workers Union (where required pursuant this Award):

(Union Secretary) (please print) Name: _____

APPENDIX 'B'**EMPLOYEE COUNSELLING AND DISCIPLINE PROCEDURE**

The employee shall be offered

The role of counselling and discipline in the workplace should be corrective in nature. Discipline is aimed at obtaining compliance with the Company's "Guidelines for Conduct"

The following procedure, which shall be used for all cases other than those warranting summary dismissal, is designed to encourage and improve good work practices, performance and individual conduct. The procedures also prescribe steps for guidance, and, in appropriate cases, taking disciplinary action.

The Objectives

- (a) To encourage and improve good work practices, performances and individual conduct.
- (b) To ensure that all matters relating to employee and management conduct are investigated properly, considered reasonably and are dealt with promptly and fairly.
- (c) To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.
- (d) To ensure that, other than in cases of serious misconduct, severe disciplinary action is taken only as a last resort, following appropriate counselling and after formal warnings have been given.

Responsibilities

- (a) This procedure is to be observed by Supervisors and Managers at all levels. It is management's responsibility to make available and known to all employees as appropriate, the standard terms and conditions of their employment, and all rules and regulations relating to their work. Employees for their part are required to familiarise themselves with these documents and to comply with the prescribed Company rules and statutory regulations.
- (b) Infringement of rules will be dealt with on an individual basis, and where appropriate, mitigating circumstances will be taken into account.

The Procedure

The employee shall be offered the opportunity to have a Delegate or witness present at all steps of this procedure, and the Organiser, if desired by the employee, at the issuing of final warnings and dismissals.

Step 1 Verbal Counselling/warning (period between one (1) and six (6) months)

This shall consist of a verbal warning recorded as a record of interview on the employee's file and counselling of the employee, so that the employee understands the need for improvement in his / her behaviour or performance. The interview shall be attended by the Employee, Supervisor, and, if requested a Delegate or witness.

Step 2 Written Warning (period six (6) months)

Should the offending behaviour/performance continue during the period set out in Step 1 above, a written warning will be issued to the employee with a copy being placed upon the employee's file. The counselling shall impress upon the employee, the seriousness with which the Company views the offending behaviour and the interview shall be attended by the Employee, Supervisor, Manager and, if requested a Delegate or witness.

Step 3 Final Written Warning (period twelve (12) months)

Should the offending behaviour/performance continue beyond Step 1 and 2, the employee shall be given a written final warning with a copy to the employee's file. The final warning shall indicate clearly to the employee that any further transgression will result in dismissal. This interview shall be attended by the Employee, the Supervisor, the Business Unit Manager, or nominated representative and, if requested, the Union Delegate. The Union Delegate shall be given the opportunity to contact the Union Organiser and secure his / her attendance, should this be requested by the Employee.

Step 4 Dismissal

If Steps 1 - 3 are unsuccessful in bringing about the behavioural change or performance improvement required the Company may dismiss the employee. Should dismissal be necessary, the action shall involve the Business Unit Manager, the Delegate, the Human Resources Manager, the General Manager of the Site and, if requested, the Union Organiser or witness.

- (i) The employee shall be stood down on pay, while the matter giving rise to the decision to dismiss is reviewed between the Business Unit Manager, the Human Resources Manager, the General Manager. During the process the decision to dismiss will be thoroughly reviewed to ensure that all steps have been correctly followed.
- (ii) The employee shall be called in, on pay, and invited, within a private office and in company with the Delegate, and, if requested, the Union Organiser, to explain the behaviour complained of and asked to explain why dismissal should not proceed.
- (iii) If, following this procedure, a response satisfactory to the Human Resources Manager and/or the General Manager, is not given, and the decision to dismiss the employee is confirmed, then the necessary steps will be approved by the Human Resources Manager

and/or the General Manager to conclude necessary actions to effect payments, certificates, etc, for the employee concerned, as required by this Award.

General

Where a serious default in behaviour/performance occurs, but is deemed by the Company not to warrant summary dismissal, the Company may commence action under the clause, at the step which it (the Company) considers appropriate to the seriousness of the offending behaviour/performance.

In cases of employees being subject to this clause for being absent without pay, having exhausted their entitlement to sick leave, step three (3) will be the first and final counselling step, with step four (4) being dismissal.

Warnings shall be issued in formal surroundings and shall follow full examination of the alleged misconduct.

The employee shall have full opportunity to respond to any allegations made prior to any warnings being issued under this clause.

Each written warning shall outline the nature of the unsatisfactory behaviour or performance.

Warnings shall be issued under the procedure for offences as identified within the "Guidelines for Conduct".

The Employee Counselling and Discipline Procedure does not apply in cases warranting summary dismissal.

Tip Top reserves the right to summary dismissal in cases of serious misconduct

APPENDIX 'C'

Probationary Employee Performance Review

This form must be completed for all Probationary Employees

NAME _____ DATE OF REVIEW _____
 DEPARTMENT _____ REVIEWED BY _____
 JOB CLASSIFICATION: Level _____ POSITION _____
 EMPLOYEE'S
 SIGNATURE: _____
 MANAGERS/SUPERVISOR'S
 SIGNATURE _____

Above each skill dimension tick the box which you feel best to describe the skill level reached by the employee. You MUST provide examples based on past employee behaviour.

SAFE WORK PRACTICES				
Safe work practices.	Well below acceptable standard.	Requires extra safety supervision.	Works in a safe manner.	Always observes and promotes rules.

COMMENTS _____

HACCP				
Effectively complies to HACCP standards	Unacceptable level of compliance	Less than expectable level of compliance	Fully acceptable level of compliance	Always complies and promotes HACCP

COMMENTS _____

JOB MOTIVATION				
Extent to which employee demonstrates interest in and obtains personal satisfaction from job activities and responsibilities	Demonstrates little/no interest satisfaction in job.	Demonstrate some satisfaction /interest in job.	Demonstrates full satisfaction /interest in job.	Satisfaction /interest in job consistently exceeds level required.

COMMENTS _____

INITIATIVE/DRIVE				
Self starting. Taking action to achieve job requirements.	Needs to be prompted to take action.	Needs some prompting to take action.	Demonstrates some examples of originating actions.	Actively attempts to influence events and originate action.

COMMENTS _____

WORK STANDARDS				
Meeting job performance standards.	Does not meet performance standards.	Meets some performance standards.	Meets all performance standards.	Exceeds the performance standards.

COMMENTS _____

MACHINE OPERATION				
Using the relevant machine or technology to the standard required by management or the process.	Unacceptable standard of machine operation.	Less than acceptable level of machine operation.	Fully acceptable level of machine operation.	Consistently above standard of operation required.

COMMENTS _____

TEAM IMPACT				
Initial and ongoing team impact. Ability to get along with others.	Unable to get along with team members.	Some ability to get along with team members.	Able to get along with team members.	Excellent ability to get along with team members.

COMMENTS _____

PROBLEM ANALYSIS				
Ability to locate root cause of a problem and generate data/ideas and action for solution.	Does not obtain relevant information and reaches inappropriate conclusions.	Obtains some relevant information and often able to reach appropriate conclusions.	Obtains relevant information and makes appropriate decisions.	Obtains relevant information and makes relevant solutions beyond requirements.

COMMENTS _____

PRACTICAL LEARNING				
Obtaining and applying job related information.	Unable to learn and apply job related information.	Able to learn and apply some job related information.	Learns and applies all required job related information.	Consistently learns and applies more job related information than required.

COMMENTS _____

WORK HABITS				
Work habits consistent with company policy eg. Punctuality and attendance.	Does not meet work habit requirements.	Usually meets work habit requirements.	Always meets work habit requirements.	Consistently exceeds work habit requirements.

COMMENTS _____

ADAPTABILITY/FLEXIBILITY				
Maintains effectiveness in different jobs and areas.	Unable to maintain effectiveness in different jobs and areas.	Sometimes maintain effectiveness in different jobs and area.	Always maintains effectiveness in different job and areas.	Consistently exceeds requirements.

COMMENTS _____

ORAL COMMUNICATIONS				
Uses effective communication. Able to express ideas and thoughts clearly and concisely.	Frequently has problems being understood through poor expression.	Sometimes able to be understood and express ideas and thoughts clearly.	Usually able to be understood and express ideas and thoughts clearly.	Consistently able to be understood and express ideas and thoughts clearly.

COMMENTS _____

OVERALL COMMENT ON PERFORMANCE TO DATE	POTENTIAL (MAKE A JUDGEMENT OF THE EMPLOYEES FUTURE POTENTIAL TO THE COMPANY)

APPENDIX 1A**CLASSIFICATION LEVEL INDICATORS FOR FULL-TIME EMPLOYEES EXCEPT CHULLORA -
PRODUCTION AND WAREHOUSE**

BAKEHOUSE	Levels
Responsible for total production	1
Responsible for production line	2
Weighing and mixing of doughs (by hand or electronics)	2
Holder of OBC/trade certificate, or an employee operating a proofer and/or oven	3
Operating a dough divider	4
Performing tin or tray change or cleaning duties only, and new employees with less than 6 months and more than 3 months experience	5
New employees with no experience	6
BREADROOM	
Responsible for total production/shift	1
Responsible for production area, i.e., slicing area or loading dock	2
Employee capable of performing duties related to the operation of more than one slicing area (i.e., bread and rolls) and loading dock	3
Performing the duties of a slicing operator and/or related duties, or performing the duties of making up loads and/or related duties	4
Performing crate washing, or performing the duties of cleaning the loading dock and/or slicing area, and new employees with less than 6 months and more than 3 months experience	5
New employees with no previous experience	6
DRIVERS	
Employee who develops new business opportunities, understands promotional operations and understands the sales operations, and who is responsible for a sales section	1
Employee who is capable of performing more than one bread run and is called upon to do so at short notice, or an employee who is classified as a run supervisor (Vendor relief)	3
Employee who is capable of performing a bread run without supervision and/or who performs a single bread run without supervision and/or who is a Bulk Driver who is responsible for ordering bread and allied products	4
Bulk Transfer Driver/Bulk Delivery Driver, and/or an employee who performs a bread run under supervision, including recording and maintaining basic records and making simple written reports	5
New employees with no experience	6
MERCHANDISERS	
Employee who is responsible for the co-ordination, rostering and wages of Merchandisers and liaises between Merchandisers and drivers, i.e., Merchandiser Co-ordinator	1
Employee who performs duties of Levels 4 and 5 and who is able to advise other employees on the proper placement of product and of company fixtures, and who is responsible for training new employees	3
Employee who performs the duties of Levels 4 and 5 and who is capable of performing those duties in more than one run territory and who assists with on-the-job training and who is expected to be able to change areas at short notice and to be responsible for ordering product in a new area, with no previous knowledge of the area and without supervision	3
Employee who performs the duties of Level 5 and is called upon to do more than one retail outlet at short notice and without supervision and/or who is responsible for the ordering of any product and/or who is responsible for placement of product and Company fixtures (stands, bins, etc.)	4
Employee who performs the duties of merchandising without supervision, including recording and maintaining basic records and making simple written reports, counting of bread and allied returns, removal of returns, packing of products on to stands and general tidying up, including a new employee who performs these duties without supervision	5
New employees performing duties under supervision (for a maximum of up to 3 months)	6

APPENDIX 1B**CLASSIFICATION LEVEL INDICATORS FOR FULL-TIME EMPLOYEES AT CHULLORA -
PRODUCTION AND WAREHOUSE**

Employee flexibility

The general principle regarding employee flexibility shall be that an employee may be required to work within any area of the Chullora facility, provided they have received appropriate training and are competent to perform the required task/s. The following clauses outline how flexibility will operate at Chullora.

1. Movement of Employees

An employee can be required to perform any duties within in any area, section or department requiring those skills, including work within a lower classification. During such a transfer, the conditions of work, e.g., hours and breaks, applicable within the new area, section or department will apply.

2. Promotion

Employees may be promoted to higher classifications of work upon selection through the standard company practices.

LEVEL ONE

Indicative Positions

Team Leader Making
Team Leader Packing
Team Leader Warehouse

General Purpose & Responsibilities

(The following description of tasks, applied skills and responsibilities are indicative only, and are not intended as an exhaustive list)

Is responsible for a team of employees and the production outcomes within their designated area of responsibility. This includes (but is not limited to) task allocation, work scheduling within plan, training & developing staff, managing and assessing staff performance, recommendations for staff promotion, counselling or termination.

Is able to set up, operate and adjust all machinery and equipment relevant to their area. Is able to investigate and analyse production outputs and trends, using all available information, and report &/or make appropriate adjustments.

The employee performs work and exercises skills, knowledge and discretion (beyond that of a Level Two employee) to the level of his/her training within all areas of the facility.

Scope of positions

Making

Is responsible for a production making line. This includes all activities commencing from and associated with the preparation of ingredient and ceases where product is transferred to the packing area. For example, the scope of responsibility for bread production includes all activities associated with and that commence with dough mixing through to the exit of product from the coolers and transfer to slicing & packing machines.

Packing

Is responsible for a production packing line. This includes all activities associated with the preparation and packaging of finished products and transfer of packaged goods to warehouse.

For example, the scope of responsibility for bread production includes all activities associated with and that commence with slicing and bagging machines through to crate stacking & preparation for despatch to warehouse/distribution

Warehouse & Services

Is responsible for the operations of the warehouse and general services on a designated shift including interbranch activities and communications, stock control, quality control and picking/loading for product distribution.

LEVEL TWO

Indicative Positions

Production Line Operative - Making
Stores Co-ordinator

General Purpose & Responsibilities

(The following description of tasks, applied skills and responsibilities are indicative only, and are not intended as an exhaustive list)

Is able to set up, operate and adjust all machinery and equipment relevant to their area. Is able to investigate and analyse production outputs and trends, using all available information, and report &/or make appropriate adjustments. Is able to evaluate, analyse and recommend changes to work station problems and procedures;

Is responsible for the quality of product and able to inspect products and/or materials for the conformity with established operational standards.

May be required to relieve a Level One employee during meal breaks and/or during periods of leave absences.

The employee performs work and exercises skills, knowledge and discretion (beyond that of a Level Three employee) to the level of his/her training within all areas of the facility. Works under limited supervision either individually or in a team environment.

Scope of positions

Making

Is responsible for a production making line. (This includes ingredient preparation & mixing through to pre-packing).

Services

Is responsible for the Stores area and all activities associated, including goods receipt, goods transfer and storage allocation & despatch and stores administration. Supervises other employees working in the Stores area.

LEVEL THREE

Indicative Positions

Production Line Operative - Packing
Warehouse Operative - Multi tasked (General)

General Purpose & Responsibilities

(The following description of tasks, applied skills and responsibilities are indicative only, and are not intended as an exhaustive list)

The employee exercises skills, knowledge and discretion (beyond that of a Level Four employee) to the level of his/ her training within all areas of the facility.

Such an employee shall be trained and capable of operating flexibly on more than one workstation. Is able to set up, operate and adjust all machinery and equipment relevant to their area.

The employee performs work and exercises skills, knowledge and discretion (beyond that of a Level Three employee) to the level of his/ her training within all areas of the facility.

Scope of positions

Packing

Is responsible for and is able to perform all activities on a packing line, under limited supervision.

Warehouse

Under limited supervision, is able to perform all activities in the warehouse, including interbranch goods issuing and receipting, picking and loading orders and all areas of stock movement and control.

LEVEL FOUR

Indicative Positions

General Services Employee (Crate wash, Cleaner, Returns or Tin Change)

Warehouse Operative - Pick and Load

Production Operative - Manual Packing

General Purpose & Responsibilities

(the following description of tasks, applied skills and responsibilities are indicative only, and are not intended as an exhaustive list)

Works under routine supervision or instruction, either individually or in a team environment.
Understands and undertakes basic quality control assurance procedures including the ability to recognise basic quality deviations/faults.
Reads instructions, records activities and utilises basic statistical control procedures.
Is responsible for the quality of his/her own work subject to routine supervision;
Exercises discretion within his/her level of skills and training;
Operates machinery and equipment required in the performance of his/her work

Indicatives of the tasks which employee at this level may perform are the following:

repetition work on automatic, semi-automatic or single purpose machines or equivalent;
use of selected hand tools;
keeping of simple records;
use of hand trolleys and pallet trucks;
assistance in the provision of on-the-job training;
routine repetitive tasks;
basic customer service and liaison;
maintenance of sanitation/hygiene of work area;
awareness of hygiene and importance of microbiological containment;
basic keyboard skills

Baking Industry (State) Conciliation Committee

Industries and Callings

Bread salespersons and all persons engaged in or in connection with the selling and/or delivery of bread or bread rolls or baked goods (including persons so engaged who are deemed to be employees pursuant to subclause (e) of Schedule 1 of the Industrial Relations Act 1991), breadroom hands, and all persons employed in bakeries in or in connection with the slicing and/or wrapping of bread, loaders, grooms, stablepersons and yardpersons, employed in connection therewith in the State, excluding the County of Yancowinna; and

Machine and hand bakers and assistants in the State, excluding the County of Yancowinna; excepting -

Engine drivers and firepersons, greasers, trimmers, cleaners and pumpers engaged in and about the driving of engines, and electrical crane, winch and motor drivers.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1110)

SERIAL C4199**TOOHEYS PTY LIMITED (AUBURN BREWERY) ENTERPRISE
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Liquor, Hospitality and Miscellaneous Workers Union, Liquor and Hospitality Division, NSW Branch, industrial organisation of employees.

(Nos. IRC 7060 & 7178 of 2004)

Before The Honourable Justice Haylen

20 October 2005

AWARD**Arrangement**

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1.2	Anti-Discrimination
1.3	Tooheys Mission Statement
2.	Mutual Objectives
3.	Aim of the Award
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- 9.6 Competency Based Skill Training
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- 17. No Extra Claims
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- 20. Area, Incidence and Duration of the Award

Schedule A

Wage Rates and Allowances - Classifications and Rate Schedule - Effective 1 December 2004

Schedule B

Example of Brewing Annualised Salaries - Effective 1 December 2004
 Example of Engine Room Annualised Salaries - Effective 1 December 2004
 Example of Packaging Annualised Salaries - Effective 1 December 2004

Schedule C

Work Rules
 Investigation Procedure
 Performance and Conduct Policy

1. Introduction

1.1 Introduction

- 1.1.1. This Award is made between Tooheys Pty Limited ("Tooheys"), the Australian Liquor Hospitality and Miscellaneous Workers Union, Liquor and Hospitality Division (NSW Branch) and the Construction, Forestry, Mining and Energy Union (New South Wales) (jointly referred to as ("the union") and sets out the terms and conditions of your employment at the Auburn Brewery.
- 1.1.2. It shall apply from 1 September 2004 and shall remain in force until 31 August 2007.
- 1.1.3. If at any time you have questions about these matters please refer them to your Team Leader or Manager.

1.2 Anti Discrimination

- 1.2.1 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.
- 1.2.2 It follows that in fulfilling his or her obligations under the dispute resolution procedure of this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 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.

1.3 Tooheys Mission Statement

Our mission is to create Australia's best loved beers and to be an agile, low cost brewer recognised for both "beer excellence" and "customer service". We will achieve our mission through an organisation and a working environment which attracts the finest people; fully develops and challenges our individual talents; encourages our free and spirited co-operation to drive the business ahead; is results orientated and maintains the Company's integrity. We will reward employees on the basis of superior performance, leadership and people management skills and all our employees will be paid fairly against results.

2. Mutual Objectives

- 2.1 We all benefit by building Tooheys market share and profitability. We believe that well trained and motivated employees will help to achieve that objective by maximising customer service and providing products of the highest quality and lowest possible cost.
- 2.2 An important factor is to develop a work environment where you are involved in decisions that affect you, you care about your job and fellow employees, you have the opportunity to achieve your full potential, you take personal pride in your contribution and you benefit from the success of your efforts.
- 2.3 Accordingly our mutual objectives include:
- 2.3.1 recruiting employees and establishing terms and conditions of employment based on the specific needs of Tooheys at Auburn Brewery;
 - 2.3.2 constantly seeking improvement in safety, environmental issues, quality, efficiency, productivity, housekeeping and work environment of the Auburn Brewery;

- 2.3.3 taking all steps necessary to avoid any action which disrupts continuity of the Auburn Brewery by resolving your concerns effectively and speedily through full and open communication and agreed consultative negotiation and grievance procedures;
 - 2.3.4 training, re-training and the development of you and other employees to enable you to broaden your skills, grow to your potential and meet the needs of changing customer preferences and technology;
 - 2.3.5 developing work relationships on the basis of co-operation, mutual trust, understanding and sincerity and to the fullest extent possible to avoid confrontation at the Auburn Brewery;
 - 2.3.6 establishing and maintaining open and direct communication with you and other employees on matters of mutual interest and concern; and
 - 2.3.7 supporting and maintaining standards of conduct and attendance necessary to ensure safe, responsible and efficient operation at the Auburn Brewery.
- 2.4 Inevitably problems will arise. The important thing is they are dealt with promptly and fairly.

3. Aim of the Award

- 3.1 The parties to this Award recognise this Award represents an important further step in maintaining and building upon Tooheys market share and profitability by providing products of the highest quality and the lowest possible cost, excellent customer service and well trained and motivated employees and to that extent furthers the aims of the parties as reflected in the Tooheys Limited Auburn Brewery Enterprise Award. This Award is an evolutionary step towards a productive world class enterprise.
- 3.2 The parties agree that the objective of this Award are to continue to facilitate the:
- 3.2.1 maintenance of Tooheys business for the benefits of its employees, customers, shareholders and the community at large;
 - 3.2.2 profitable manufacture of the highest possible quality products at the lowest possible cost; and
 - 3.2.3 development and maintenance of the most productive and harmonious working relationship possible.
- 3.3 The parties recognise an important factor in achieving this objective is to develop a working environment in which all employees are involved in decisions affecting them, care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their contributions and benefit from the success of their efforts. The need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels is also recognised by the parties as critical to achieving the objectives of this Award. The agreement of the parties as reflected in the clause dealing with individual terms and conditions of employment of this Award reflects the parties continuing endeavours in this regard.

4. Work Schedule

- 4.1 Annualised Salary
- 4.1.1 The ordinary hours of work shall be 35 per week. Your rostered shift pattern will be one shift per day of 8 hours. The shift roster will be dependant upon the Department you are working in, for example, the Engine Room currently works a 7-day shift, 4 panel system.
 - 4.1.2 Each shift will include a meal time of at least 20 minutes during the 8 hour shift or two in a twelve hour shift. In addition, one 10 minute break will also be allowed per 8 hour shift or two per twelve hour shift.

4.1.3 All employees covered by this Award shall be paid an annualised salary which is an all inclusive amount based on the following rostered hours, namely:

- (a) For 5 day shift workers in Bottling, CBL, and Engine Room:
 - (i) a 35 hr week
 - (ii) an additional 5 hours overtime; and
 - (iii) a further 2 hours overtime to take into account any occasion on which an employee may be required to work more than 40 rostered hours in any week arising out of a particular shift pattern. Employees will be paid these extra hours irrespective of whether or not they work them in each pay period.
- (b) For 7 day shift workers:
 - (i) a 35 hour week
 - (ii) an additional 7 hours overtime; and
 - (iii) a further 2 hours overtime to take into account any occasion on which an employee may be required to work more than 42 rostered hours in any week arising out of a particular shift pattern. Employees will be paid these extra hours irrespective of whether or not they work them in each pay period.
 - (iv) an additional 5 hours at double time in lieu of weekend penalties.
- (c) For 5 day shift workers in Brewing and Racking:
 - (i) a 35 hour week
 - (ii) an additional 5 hours overtime; and
 - (iii) further 4 hours overtime to take into account any occasion on which an employee may be required to work more than 40 rostered hours in any week arising out of a particular shift pattern. Employees will be paid these extra hours irrespective of whether or not they work them in each pay period.

4.2 Overtime

4.2.1 Tooheys and the employees may agree on the working of fixed shifts in any area. If you work such an arrangement, you will be a shift employee.

4.2.2 If you are a day employee, all time worked in excess of your ordinary hours will be paid at double time. If you are a shift employee all time worked outside the ordinary hours of your shift will be paid at double time.

4.2.3 Tooheys shall pay each Brewery Technician two meal allowances per week for the working of rostered hours inclusive of accrued hours. If you are required to work overtime for 2 hours or more exclusive of scheduled accrued hours with less than 24 hours notice, you will be paid a meal allowance as set out in Schedule A - Wage Rates and Allowances - Classifications and Rate Schedule.

4.2.4 If a team of Brewery Technicians and a Team Leader mutually agree to vary or extend the span of hours on any day, no meal allowances will be incurred. No meal allowance will be incurred on 12 hour shift patterns.

- 4.2.5 If you work so much overtime between the termination of your ordinary work on one day and the commencement of your ordinary work on the next day that you have not had at least eight hours off duty between those times, you will be released after completion of such overtime until you have had eight hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.2.6 If on the instructions of Tooheys you resume or continue work without having had eight hours off duty you will be paid at double time rates until you are released from duty for eight hours and you then will be entitled to be absent until you have had eight hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.2.7 By personal arrangement, you may relieve another shift employee before the end of a shift but in such circumstances Tooheys will not pay overtime rates for time worked beyond the 8 hours per shift.
- 4.2.8 If you are a 7 day shift worker, Tooheys will not require you to work a double shift except in exceptional circumstances.
- 4.2.9 If you are recalled after having left work to work overtime you will be paid four hours at double time.
- 4.2.10 Allocation of overtime to employees will be in accordance with Tooheys requirements. All time worked in excess of the rostered hours referred to above shall be worked in accordance with Clause 4.6.
- 4.2.11 Shift allowances, penalty rates and other prescribed allowances under this Award shall continue to apply.
- 4.2.12 All employees covered by this Award will receive their pay via electronic transfer of funds into an account nominated by the employee or other financial institution recognised by Tooheys.
- 4.2.13 Subject to clause 4.2 13.1, an employer may require an employee to work reasonable overtime at overtime rates.
- 4.2.13.1 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.
- 4.2.13.2 For the purposes of clause 4.2.13.1 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.
- 4.2.13.3 For the purpose of Clause 4.2.13 'overtime' shall mean any overtime hours in addition to the regular rostered accrued hours.

4.3 Starting/Finishing Times

- 4.3.1 All time worked between midnight Friday and midnight Saturday as part of your roster will be paid at double time. This will be built into your salary, if applicable.
- 4.3.2 All time worked as part of your roster will be paid on Sundays at double time and Public Holidays at double time and a half which shall be in lieu of any rate otherwise payable, except in the engine room, where shift allowance will be included in the hourly rate. This will be built into your salary, if applicable.
- 4.3.3 Except in case of emergency, a roster when put into operation will not be altered without prior discussion. There will be fixed times of starting and finishing work which will not, except in case of emergency, be altered without prior discussion.
- 4.3.4 The current starting times being worked are:

For 8 hour shifts	Day Shift	6am
	Afternoon Shift	2pm
	Night Shift	10pm
For 12 hour shifts	Day Shift	6am
	Night Shift	6pm

(where agreed between the parties)

- 4.3.5 It is recognised that staggered starts around the starting times will be worked when required (eg on single shift and double shift operation).

4.4 Saturday, Sunday and Holiday Work

- 4.4.1 If you are a day employee and are required to work on Saturday and or Sunday you will be paid for a minimum of four hours at the appropriate overtime rate.
- 4.4.2 All time worked on a public holiday will be paid at double time and a half with a minimum payment of four hours.

4.5 7 Day Roster

- 4.5.1 Prior to implementing the 7 day roster Tooheys will consult as widely as practicable with all employees affected. This consultation will commence 28 days before the change wherever possible with a guarantee of 14 days minimum notice except in the case of an emergency.
- 4.5.2 Tooheys will provide for a minimum work period of 8 weeks in Brewing and 4 weeks in Packaging on each occasion a 7 day roster is worked.
- 4.5.3 Any employee moving to a 7 day roster shall, except in emergencies, receive no less than 14 days notice.
- 4.5.4 For non-continuous 7 day roster (less than 12 months), Tooheys shall, in addition to the provisions of Clause 4.1.3(a) or 4.1.3(c) pay 12 annualised hours for every completed week of the 7 day roster worked.
- 4.5.5 Employees who take annual leave whilst on a non-continuous 7 day roster shall have the 12 annualised hours pro-rated accordingly.
- 4.5.6 For continuous 7 day roster (greater than 12 months), Tooheys shall pay in accordance with Clause 4.1.3(b) and Clause 4.5.7 below.

4.5.7 In addition to Clause 4.5.6 above, for continuous 7 day roster (greater than 12 months), Tooheys shall increase the shift allowance payable by the percentage difference between the Brewing shift allowance contained in Schedule B of this Award and the Engine Room shift allowance contained in Schedule B of this Award for Brewing employees and; the percentage difference between the Packaging shift allowance contained in Schedule B of this Award and the Engine Room shift allowance contained in Schedule B of this Award for Packaging employees.

4.5.8 Tooheys will support the majority view of effected employees to share and rotate any period of a 7 day roster, subject to skills, on a fair and equitable basis. This sharing and rotation will not alter the basis for payment.

4.6 Accrued Hours

4.6.1 Accrued hours are additional paid hours to provide flexibility of operation and may be used for any work related activity.

4.6.2 Accrued hours are credited and debited and may be worked on an individual or team basis irrespective of the number of hours worked. Debits will occur for actual accrued hours worked or for those accrued hours scheduled, worked or not.

4.6.3 Tooheys will on a quarterly basis, pay at double time rates (at base Award rates as outlined in Schedule B or higher personal rate, if applicable) any hours worked in excess of the accrued hours - as per clause 4.6.11.

4.6.4 Accrued hours are tracked on quarterly periods (13 weeks per period):

Review period 1	January - March
Review period 2	April - June
Review period 3	July - September
Review period 4	October - December

4.6.5 Each period consists of a number of accrued hours which varies depending on which department you work in.

Brewing	48 hours / individual per period
Bottling/Canning	24 hours / individual per period
Engine Room	23.5 hours / individual per period
Racking	48 hours / individual per period

4.6.6 One weeks notice will be given for all scheduled or rostered accrued hours. Employees will be notified in advance by the Department Manager or Team Leader of any scheduled accrued hours, for example via published shift roster or a verbal or written briefing.

4.6.7 Any additional hours in excess of your normal rostered hours will be exhausted against the accrued hours.

4.6.8 Any additional hours required to be worked in excess of the published roster shall be offered to Tooheys employees in the first instance. Should no suitably skilled Tooheys employee wish to work the additional hours against the accrued hours system, Tooheys shall engage a contractor to work such additional hours.

4.6.9 Any vacancy within a published roster shall be in the first instance filled by a contractor working ordinary hours at ordinary rates. If this is not possible, the additional hours will be offered as per Clause 4.6.8 above.

4.6.10 'vacancy' referred to in 4.6.9 shall mean the normal published rostered hours of the unavailable employee.

- 4.6.11 Once accrued hours allocated in any quarter have been used up, any hours worked over and above the accrued hours in that quarter shall be paid at overtime rates in accordance with Clause 4.2 Overtime. Such payment will be made in the first pay period following the fortnight when the overtime hours over and above accrued hours are worked.

5. Leave

5.1 Public Holidays

- 5.1.1 The days on which the following days are ordinarily observed will be public holidays.

New Year's Day
Australia Day
Good Friday
Easter Monday
Anzac Day
Queens Birthday
Eight Hour Day
Christmas Day
Boxing Day, and
all other gazetted holidays observed throughout the State

Auburn Brewery Picnic Day will be determined by mutual agreement before the end of November in each year. If no agreement can be reached by the end of November, the Picnic Day will default to the 3rd Monday in February.

- 5.1.2 You will not be called upon to work on a public holiday unless you have received twenty-four hours' notice of such duty provided that in the event of any of the public holidays falling on a Sunday and another day in the following week being observed in lieu thereof throughout the State then the latter will be the day to be observed.
- 5.1.3 No deduction will be made from your annualised salary because of authorised absence from work on a public holiday.
- 5.1.4 Where a public holiday falls on your rostered day off you will be paid an extra day's pay (8 hours) which has been incorporated in your annualised salary.

5.2 Compassionate Leave

- 5.2.1 An employee may apply for and may be granted compassionate leave up to a maximum of three days in any year of service to cover personal or domestic problems. Such leave shall be recommended by the employee's Team Leader and may be granted at the discretion of the Departmental Manager who will require proof of circumstances leading to the claim for such leave.

5.3 Annual Leave

- 5.3.1 Except as otherwise recorded below, annual leave will be in accordance with the Annual Holidays Act 1944.
- 5.3.2 The period of annual leave will be four weeks.
- 5.3.3 In any year, if you serve continuously as a seven day shift employee you will be entitled to an additional week of annual leave. If in any year you serve a portion of it as a seven day shift employee you will be entitled to a pro-rata portion of the extra week, but if the calculation includes a fraction of a day that fraction will not form part of the leave period and will be discharged by payment only.

- 5.3.4 Annual leave is to be taken in one consecutive period or by mutual agreement in two separate periods.
- 5.3.5 Where your employment is terminated and you become entitled under section 4 of the Annual Holidays Act 1944, to payment in lieu of an annual holiday payment, a payment of two hours fifty-five minutes at your ordinary wage rate will be made with respect to each four weeks as a seven-day shift employee which you have rendered during the period of employment.
- 5.3.6 Be sure to discuss your holiday preferences with your Team Leader so that as far as practicable your wishes may be accommodated. In circumstances where annual leave is scheduled according to a roster drawn up by your Team Leader you will receive three months' notice of the start of your rostered leave.
- 5.4 Sick Leave
- 5.4.1 You will be entitled to sick leave of 70 hours of working time built in to your base annual salary at your base hourly rate. This does not limit your entitlement to paid sick leave in accordance with clause 5.4.3.
- 5.4.2 You may use your sick leave when you are absent from work because of your illness or because of injury resulting from a work accident (except for any period you are paid Workers Compensation).
- 5.4.3 Tooheys does not have a fixed sick leave entitlement. If you are absent from work due to illness or accident, you should make arrangements to inform your Leader as soon as possible, preferably before your usual starting time. Each request for sick leave will be considered according to the Group's policy. Your Leader may require a medical certificate to support your absence from work.
- 5.4.4 You may be required to present a medical certificate, at Tooheys cost, to support any sick leave application but where Tooheys accepts your absence was due to genuine illness, no certificate will be required.
- 5.4.5 If you have two or more years of service, you may apply for extended sick leave of up to 12 weeks in any one year of service. Such leave may be granted at the discretion of Tooheys but will not be unreasonably withheld.
- 5.4.6 This clause may be utilised in the case of rehabilitation.
- 5.4.7 The employee shall prove to the satisfaction of the Team Leader that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- 5.4.8 A valid Doctors certificate supplied by the employee will be proof of inability to attend for duty and substantiate any sick leave claim.
- 5.5 Bereavement Leave
- 5.5.1 An employee, other than a casual employee, shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 5.5.4.
- 5.5.2 An employee, other than a casual employee, shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death outside of Australia of a person prescribed by sub clause 5.5.4, where such employee travels outside Australia to attend the funeral.
- 5.5.3 The employee must notify Tooheys as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of Tooheys proof of death.

- 5.5.4 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 sub clause 5.10.1(c) provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 5.5.5 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.
- 5.5.6 Bereavement leave may be taken in conjunction with other leave available under subclauses 5.10.2, 5.10.3, 5.10.4 and 5.10.5. In determining such a request Tooheys will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 5.6 Long Service Leave
- 5.6.1 Long service leave will be as agreed between the Union and Tooheys in accordance with the *Long Service Leave Act 1955*.
- 5.7 Repatriation Leave
- 5.7.1 If you are an ex-service person you will be allowed leave to attend repatriation centres for medical examination and/or treatment on the following basis:
- (a) the amount of paid leave will not exceed 24 hours in each year of service.
 - (b) payment will be limited to the difference between the ordinary wages for the time lost and any payment received from the Repatriation Department.
 - (c) Tooheys may require satisfactory evidence of the visit.
- 5.8 Leave for Blood Donors
- 5.8.1 If you are absent during ordinary working hours for the purpose of donating blood you will not suffer any deduction of pay, up to a maximum of two hours on each occasion, and subject to a maximum of three separate absences for the purpose of donating blood each calendar year, provided that you arrange as far as practicable for your absence to be as close as possible to the end of your ordinary working hours. Please notify your Team Leader as soon as possible of the time and date upon which you are requesting to be absent for the purpose of donating blood. Proof of the attendance may be required by your Team Leader.
- 5.9 Jury Service
- 5.9.1 If you are required to attend for jury service during your ordinary working hours you will be reimbursed by Tooheys an amount equal to the difference between the amount paid in respect of your attendance and the amount you would have received in respect of your ordinary hours of work.
- 5.10 Personal/Carer's Leave
- 5.10.1 Use of sick leave:
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any sick leave entitlement provided for in subclause 5.4 of Clause 5, Leave, up to a maximum of 70 hours per year, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with the subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give Tooheys notice, prior to the absence, of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Tooheys by telephone of such absence at the first opportunity on the day of the absence.

5.10.2 Unpaid Leave for Family Purpose:

- (a) An employee may elect, with the consent of Tooheys, to take unpaid leave for the purpose providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

5.10.3 Annual Leave:

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

5.10.4 Time Off in Lieu of Payment for Overtime:

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

5.10.5 Make-up Time:

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

6. Remuneration

6.1 Brewery Technicians Classification and Rates

- 6.1.1 The classifications and rates of pay applying under this Award are listed in Schedule A. All employees at the Auburn Brewery under this Award shall be designated Brewery Technicians.
- 6.1.2 The basis of remuneration for all Brewery Technicians will be by way of salary, built off the current rates outlined in Schedule A, and an example of annualised salaries as in Schedule B.
- 6.1.3 On 1 December 2004, all wage rates and allowances will be adjusted by 4%.
- 6.1.4 On 1 September 2005, all salaries and allowances will be adjusted by 4%, plus 15% of the bonus achievement of the Tooheys Operations Team Bonus 4% bonus scheme. The balance of the bonus achievement will be paid as a lump sum by salary sacrifice into the employee's superannuation scheme. By application provided by the company, employees may elect to receive the lump sum as PAYG earnings.
- 6.1.5 On 1 September 2006, all salaries and allowances will be adjusted by 4%, plus 15% of the bonus achievement of the Tooheys Operations Team Bonus 4% bonus scheme. The balance of the bonus achievement will be paid as a lump sum by salary sacrifice into the employee's superannuation scheme. By application provided by the company, employees may elect to receive the lump sum as PAYG earnings.

6.2 Tooheys Operations Team Bonus

- 6.2.1 The Tooheys Operations Team Bonus scheme runs annually from 1st October to 30th September the following year for the nominal term of this Award, and is based on the Tooheys Operations cents per litre measure. For the avoidance of doubt, payment of the bonus in the final year of this award will be made, as normal, as soon as practicable, once the final outcome is known at the end of the Tooheys financial year.

- 6.2.2 The measure is based on the costs of Tooheys Operations Fixed Manufacturing Overheads (FMO's), and Costs of Wastage variance from the bill of materials (Wastage), divided by the production volume.
- 6.2.3 Where bonus achievement is less than 100%, no bonus applies, and hence only the 4% increase applies in the pay increase above.
- (a) Where the bonus target is attained the achievement will be rated as 100% and $(15\% \times 100\% \times 4\%) = 0.6\%$ will be added to the 4% increase for the pay rise above.
- (b) The opportunity for Bonus achievement ranges from 0-400%. For achievements greater than 100% the rating will be applied to the calculation. Achievements greater than 100% are determined by the Lion Nathan Remuneration Committee.
- 6.2.4 The balance of the bonus achievement will be paid as a lump sum bonus of base annual salary, as per sub clauses 6.1.4 and 6.1.5 above.
- (a) Where the bonus target is attained the achievement will be rated as 100% and $(85\% \times 100\% \times 4\%) = 3.4\%$ lump sum bonus will be paid.
- (b) Those Brewery Technicians currently participating in the 10% Bonus opportunity will continue to receive their Productivity Bonus as a lump sum based on the 10% amount; however the amount paid will be the balance of the 10% Bonus less the Salary increase. e.g. Where the bonus target is attained the achievement will be rated as 100% and $(10\% - 0.6\%) = 9.4\%$ lump sum bonus will be paid.
- 6.3 Payment of Salaries
- 6.3.1 Employees will be paid fortnightly on Thursdays by direct credit to your bank account. The details of each payment will be confirmed by pay slip.
- 6.4 Deductions
- 6.4.1 Where an employee makes a written request, Tooheys will make reasonable deductions from an individual's pay and make a corresponding payment to the business or organisation you specify.
- 6.4.2 On termination of employment or at such other times as Tooheys may require, Tooheys may make a deduction from your pay for any unreturned Tooheys property or any payment you owe to Tooheys.
- 6.5 Expenses
- 6.5.1 You will be reimbursed for authorised incidental business expenses that may be incurred in the course of your duties.

7. Individual Employment Agreement

7.1

- 7.1.1 Notwithstanding the provisions of this Award, Tooheys may offer and an employee may voluntarily accept terms and conditions of employment where such terms and conditions including total remuneration are not less favourable in aggregate than the entitlements as outlined under this Award.
- 7.1.2 An annualised salary and individual employment agreement will be negotiated with each employee which will take into account the hours needed to be worked the skill, knowledge and qualifications (both formal and job related) held by the employee.

- 7.1.3 An employee's salary will be reviewed on an annual basis in accordance with the Tooheys performance management review system.
- 7.1.4 No employee will be forced to accept an employment agreement as they will be entered into on a voluntary basis with employees exercising their individual right to accept or reject such an offer. Upon agreeing to such an employment agreement, should an employee decide to withdraw from the agreement they may do so and will revert to the rates of pay and conditions of employment under this Award. An employee has the right to be represented by a union delegate or official whilst discussing an individual agreement.

8. Health and Safety and Environment

Health and Safety

- 8.1 Tooheys is committed to ensure the safety of employees at work and avoidance of personal injury is a primary objective. Accidents and injuries can be prevented, and to this end, employees are required to participate in Tooheys' safety programmes, and be responsible for knowing and following the safety and health rules applicable.
- 8.2 Tooheys will provide protective clothing and safety equipment appropriate to the working conditions. Failure to use protective clothing and safety equipment will result in disciplinary action.
- 8.3 All work accidents and all near hits must be promptly reported to your Team Leader and the details of the accident or near hit recorded, preferably on the day on which it occurred.
- 8.4 If you suffer a minor injury, treatment should be given by a trained first aider. Should your injury warrant further medical attention it will be arranged for you to visit, a local doctor, or in an emergency, the local hospital (whichever is appropriate).
- 8.5 On starting employment you will be required to complete a competency based safety induction. As part of your ongoing commitment to safety, during your employment you will be required to participate in relevant Health and Safety training.

Environment

- 8.6 Tooheys is committed to taking every reasonable step to protect our environment. Every employee also has a responsibility to assist in protecting the environment and as such, you are responsible for complying with the relevant environmental policies and procedures; attending relevant training; following appropriate work instructions; and reporting any incidents or near hits.

9. Training

9.1 Auburn Brewery Training Code

General Conditions

- 9.1.1 In order to increase the efficiency, productivity and international competitiveness of the Auburn Brewery, the objectives are to:
- (a) Develop a more highly skilled and flexible work force.
 - (b) Provide you and other employees with career opportunities through appropriate training to acquire additional skills.
 - (c) Remove barriers to using acquired skills.
- 9.1.2 The parties to this Award will develop training programmes consistent with:
- (a) The current and future skill needs of the Auburn Brewery.

- (b) The size, structure and nature of the Auburn Brewery.
 - (c) The need to develop skills relevant to Auburn Brewery through courses conducted on the job and also by educational institutions and providers.
- 9.1.3 Brewery Technicians will acquire and utilise to the best of their ability the skills and knowledge they acquire.
- 9.1.4 Brewery Technicians will be paid the rate applicable to the appropriate skill level they possess and are required to utilise as outlined in Schedule A.
- 9.1.5 Brewery Technicians who are graded at a higher skill level will perform work at a lower skill level whenever required without loss of pay.
- 9.1.6 Skills level training shall be provided during normal working time (with protection of earnings) through on-the-job and on (and off) site formal training sessions. Should such job related training extend beyond normal working hours such training will be paid for at ordinary time rates of pay.
- 9.1.7 A brewery technician who utilises higher skills whilst undergoing training is not entitled to any increase in pay by way of additional salary. Re-grading to higher levels will not occur until competency is achieved.
- 9.1.8 Subject to them being competent to do so, a staff member or Brewery Technician may be utilised to provide training or assistance to training.
- 9.1.9 The aim of the business is to provide training and development opportunities to all team members consistent with both their needs, the needs of their team, and the needs of the business. To this end, Individual Development Plans will be established for all employees.
- 9.2 Development Plans
- 9.2.1 The parties agree to jointly establish Development Plans which will be developed for team members at the team level through discussion and consultation between Team Leader, Brewery Technicians, and Training Co-ordinators.
- 9.2.2 Development Plans may recognise:
- (a) Skill Aspirations of team members that are pertinent in the first instance to the Auburn Brewery;
 - (b) Skill needs of the team;
 - (c) Resources available (machine, process systems, equipment, materials etc)
- 9.2.3 Development Plans will be for a maximum of 12 months. Once the Plans have been implemented, and outcomes achieved, a new Development Plan will be developed.
- 9.2.4 Amendments to the Development Plans may be made as a result of:
- (a) The team member transferring to another Department or Team in which case a new Development Plan will be developed;
 - (b) Changes have occurred to machines, process systems, equipment, materials etc;
 - (c) The needs of our customers and our business;
 - (d) Individual choice, through discussion/consultation between the Team Leader, the Brewery Technician and Training Co-ordinator.

9.2.5 Development Plans will be regularly reviewed by the Team Leader and the Technician. This can occur:

- (a) Daily, weekly or monthly;
- (b) At least every six months and up to 12 months;

9.2.6 The Assessment System will be based on the following principals:

- (a) Assessment criteria via learning outcomes contained in each workstation module or training program.
- (b) Competency achieved when totally competent in all learning outcomes in all areas of the workstation or training program.
- (c) Competency is assessed by trained assessors.
- (d) Criteria to identify assessors.
- (e) Assessors audited by Training Co-ordinators.
- (f) Appeals via Guaranteed Fair Treatment.

Definitions

9.3 Competency

9.3.1 A Competence comprises the specification of knowledge and skill and the application of that knowledge and skill within an occupation or industry level to the standard of performance required in employment.

9.4 Competency Assessment

9.4.1 The means used to determine whether an employee has demonstrated the competence required for job.

9.4.2 The assessment criteria applying to competency assessment is contained in the Training Module as "Learning Outcomes".

9.5 Competency Standards

9.5.1 Competency standards reflect the specification of the knowledge and skills and the application of that knowledge and skill to the standard of performance required in employment. Standards are developed based on the organisation of work, expressed in terms of workplace outcomes, and are regularly reviewed to ensure their continuing relevance to the workplace.

9.6 Competency Based Skill Training

9.6.1 A system of training designed to provide employees with the skills and knowledge necessary to meet the standards of performance required in employment.

9.7 Learning Outcomes

9.7.1 What an employee is expected to be able to do as a consequence of training.

9.7.2 Learning Outcomes are specified within each training module.

9.7.3 Employees will be able to preview the Learning Outcomes for any module at any time prior or during training.

9.8 Self-paced Learning

9.8.1 Employees will be able to train at their own pace to acquire the skills, knowledge and experience required to demonstrate competence.

9.8.2 All non-classroom based Modules will be designed in this manner and will be competency based.

9.9 On-the-Job Training

9.9.1 Every employee has a responsibility in training others to acquire skills, knowledge and experience. Train-the-trainer training will be made available to all employees.

9.10 Workplace Assessor

9.10.1 Workplace Assessors will conduct assessment by validating trainees knowledge and skills against the learning outcomes of the Training Modules.

9.10.2 The goal of the Workplace Assessor is to achieve quality and consistency in the recognition of competency.

9.10.3 They will be required to complete a Workplace Assessor's Program and demonstrate competence.

9.11 Essential Programs

9.11.1 Programs to develop foundations skills, knowledge, attitudes and judgements required to be an effective Tooheys employee.

9.12 Development Programs

9.12.1 Programs designed to maximise the full potential of Tooheys employees.

9.12.2 A Brewery Technician who is engaged on instructing or training other employees is not entitled to any additional salary.

9.12.3 Any training issues which cannot be determined by consensus between the Brewery Technician and the Team Leader will be determined in accordance with Tooheys policy on Guaranteed Fair Treatment.

10. Benefits Programme

10.1 Staff Purchases

10.1.1 Employees are eligible to receive staff beer voucher discounts in accordance with the Discount Policy. The Discount Policy will be maintained, such that one beer ticket will be received each week sufficient to purchase a standard carton of Tooheys New, Tooheys Old, Tooheys Maxim or Tooheys Extra Dry, and one of those beer tickets per month will entitle the recipient to a carton of Hahn Premium, although with no difference in face value to the standard beer ticket.

10.2 Superannuation

10.2.1 All full-time and permanent part-time employees regularly working 20 hours or more per week are eligible to become contributory members of the Lion Nathan Australian Superannuation Fund ("the Fund:").

10.2.2 Temporary employees; permanent part-time employees regularly working less than 20 hours per week; casual employees or Tooheys' contractors will become non-contributory members of the Fund; if their direct employment relationship is with Tooheys.

10.2.3 Each permanent full-time employee and permanent part-time employee working on average 20 hours per week or more may contribute by way of salary sacrifice or contribute from after-tax salary. Each employee has the option to elect their contribution rate from time to time to the fund.

10.2.4 For employees contributing at least 2% of salary, the employer will contribute 12.5% of salary to the fund. All other employees will have the minimum level required under the Superannuation Guarantee (Administration) Act contributed on their behalf to the fund.

11. Terms of Employment

11.1 Termination

11.1.1 One week's notice of termination of employment must be given by an employee or Tooheys, but an employee may be dismissed without notice for serious misconduct.

11.1.2 Where an employee or Tooheys does not give the required notice the employee or Tooheys will be paid or forfeit the unexpired portion of the notice period.

11.2 Redundancy

11.2.1 Redundancy means a situation where your employment is terminated by Tooheys, the termination being attributable, wholly or mainly, to the fact that the position filled by you is, or will become, superfluous to the needs of Tooheys.

11.2.2 The redundancy formulae shall be as follows:

- (a) three weeks pay for the first year of service up to 15 years, four weeks per annum thereafter
- (b) four weeks in lieu of notice
- (c) five weeks ex gratia

11.2.3 No redundancy will arise by reason of the sale or transfer of the whole or part of the business where the person acquiring the business offers you employment in the same capacity on identical conditions of employment, excluding superannuation, and agrees to treat your service as being continuous.

11.2.4 In order to assist you secure further employment, during the notice period the following forms of assistance will be provided in lieu of compensation:

- (a) Paid leave for you to attend job interviews provided that satisfactory evidence is produced if required by Tooheys.
- (b) Training in preparation of work resumes, and letters of application; telephone; job searching and interview skills.

Financial planning advice.

Counselling.

Contact with other employers regarding possible job opportunities.

11.2.5 By agreement with Tooheys, if you commence other employment during the notice period you will not be paid for the balance of the notice period.

11.3 Company Rules, Policies and Procedures

11.3.1 The Tooheys Limited Work Rules, Investigation Procedures and Performance and Conduct Policy apply to your employment. (See schedule C.)

11.3.2 Subject to consultation and agreement Tooheys may vary, cancel or introduce rules, polices and procedures.

12. Individual Conditions

12.1 It is a term and condition of this Award that any Auburn employee has total site flexibility and:

- (a) performs any work as Tooheys may from time to time reasonably require within the limits of the employee's competence, and safe work practices;
- (b) work with any of Tooheys' employees and with employees from other companies who are engaged for specialised or peak work load requirements;
- (c) perform quality control work along with relevant maintenance as required;
- (d) complete training so as to assist in advancement of skills to operate existing and new plant and equipment and to facilitate working in a team environment;
- (e) work in a team environment without fixed manning levels or demarcation;
- (f) work in an environment that has continuous operation of plant and equipment and provides for staggered meal breaks;
- (g) use as directed by Tooheys protective clothing and equipment provided for specific circumstances;
- (h) comply with safety regulations as determined by Tooheys or as prescribed by Government regulation;
- (i) observe regulations published by Tooheys to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition; and
- (j) at all times comply with the provisions of the Issue Resolution Procedure.

13. Union Representation

13.1. Delegates

13.1.1 Where the union appoints an employee as an on-the-job delegate, their name will be given to Tooheys in writing and Tooheys will then recognise the delegate as a union representative.

13.1.2 Subject to prior notification, such delegates will be allowed reasonable paid time on site to conduct relevant union business on the understanding that a delegates authority is restricted to the application of this Award and working conditions.

13.2 Delegates Code of Conduct

13.2.1 Union Delegates:

- (a) Tooheys recognises the right of duly elected union delegates to represent employees on matters pertaining to grievances as per Clause 15.1.4 - Guaranteed Fair Treatment Process.
- (b) A delegate must first obtain the permission of their Team Leader before leaving their workstation to pursue any matter of concern. This permission includes a delegate wishing to enter a work area other than their own.
- (c) A Team Leader will not unreasonably withhold permission to attend to bona fide union business or matters affecting members of the union.

13.2.2 Accredited delegates must observe this procedure and recognise the need to balance their absence from the job on union business with the requirement for reasonable work performance in a team environment. Consequently, it is agreed that most follow up activities will take place outside the delegate's normal shift, where possible. A delegate shall receive protection of ordinary earnings for approved time away from the job.

13.3 Meetings

13.3.1 In order to provide for effective communication, where Tooheys or the union consider that a meeting should be called to discuss any matter, such meetings may be held on terms mutually agreed between Tooheys and the union concerned without loss of normal pay.

13.4 Trade Union Training Leave

13.4.1 Employees nominated by their union to attend recognised trade union training may do so without loss of pay subject to the following conditions:

- (a) Tooheys will receive a formal written request from the union for the release of the nominee setting out the times, dates, content and venue of the course. Such a request must be received 28 days in advance of the training course.
- (b) Granting of such leave to two or more representatives from one union at the same time shall be subject to the consent of Tooheys so that the leave does not unduly affect Tooheys' operations.
- (c) Tooheys shall not be liable to pay for more than an aggregate of 12 days pay in total per year in respect of delegates covered by this award.
- (d) Tooheys shall not pay employees attending such training more than the ordinary pay they would have received had they attended work for their normal hours during the day or days concerned.
- (e) Proof of attendance of the representatives at such a course will be provided by the union to Tooheys.

14. Continuous Improvement and Restructuring

14.1

14.1.1 The parties are committed to continuous improvement to achieve real and demonstrable gains in productivity and efficiency.

14.1.2 For the purpose of the discussion of common issues impacting upon the flexibility and efficiencies of operations at the Auburn brewery, the parties have agreed to establish a problem solving group to investigate specific issues.

15. Guaranteed Fair Treatment Process

15.1

15.1.1 The objective of this procedure is to promote the resolution of industrial issues by way of consultation, co-operation and discussion.

15.1.2 When an issue arises, or is considered likely to arise, the following steps are to be followed except in the case of a disciplinary issue which commences at Step 2:

Step 1

The matter shall be discussed as soon as possible between the employee/s and their Team Leader. If the matter remains unresolved follow Step 2.

Step 2

The matter shall be discussed between the employee/s, a union head delegate if so requested and the Team Leader involved. Tooheys shall advise the employee/s that union representation is available if required. If the matter remains unresolved, follow step 3.

Step 3

The employee/s shall refer the matter to the Departmental Manager who will endeavour to resolve the matter within 24 hours. If the matter remains unresolved Step 4 must be followed.

Step 4

This step will involve a full review of the factual circumstances surrounding the issue with both the delegate and the employee being given an opportunity to put the issue to the Operations Director. Tooheys will make a decision and relay this decision to the delegate/ employee within 48 hours.

15.1.3 The parties are committed to the strict adherence to this procedure. This will be facilitated by the earliest possible advice by one party to the other of any problem which may give rise to a grievance or dispute. The parties agree not to deliberately frustrate or delay this process. In any case, Steps 1 to 4 shall be completed within 7 days of any grievance or dispute being notified. During this time, the parties agree to maintain the status quo:

- (a) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (b) Unless otherwise specified, reasonable time limits shall be allowed for the completion of the various stages of the discussions.
- (c) If the four step procedure is exhausted without the issue being resolved the matter will be referred, jointly or separately, to the Commission to exercise its power and functions under the Act.
- (d) In order to allow for the peaceful resolution of grievance or disputes the parties are committed to no stoppages of work, lock-outs or any other bans or limitations on the performance of work while these procedures are being followed.

15.1.4 The employee/Tooheys may at any time during Steps 1-2 of the Guaranteed Fair Treatment process involve a delegate and/or an official from the union. The employee/Tooheys may at any time during Steps 3-4 of the Guaranteed Fair Treatment process involve delegates and/or officials from the Union

15.1.5 Tooheys shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

15.2 Abandonment of Employment

15.2.1 If an employee is absent from work for a continuous period exceeding three working days without notification to Tooheys, Tooheys may follow the abandonment of employment procedure as follows:

- (a) Tooheys shall inform the employees' section delegate that it is proposed to take action under this procedure and shall provide the delegate with the last known residential address of the employee.
- (b) Tooheys shall forward to the employee a written notification that it is proposed to notify the termination of their employment by abandonment. Such notification shall be sent by certified mail or by FaxPost to the employee's last known residential address, and shall contain the name and telephone number of Tooheys' representative to whom they should report and the name of the employee's section delegate.
- (c) Should the employee fail to contact Tooheys on the third working day following the date of posting of the notification, the employee shall be deemed to have abandoned their employment, with the effect from the last day attended for duty.
- (d) In any case where it is noted that the employee has abandoned their employment, and it is subsequently found that the absence and failure to notify Tooheys was due to a reasonable cause, the employee shall be reinstated for duty.

16. Contractors

16.1 Nothing in this Award shall prevent Tooheys from contracting out services that are ancillary to its core manufacturing business at the Auburn Brewery.

16.2 Tooheys shall ensure in respect of all such contractors that:

- (a) the contractor's employees observe all site safety conditions; and
- (b) the contractor observes the applicable award conditions of employment in relation to its employees.

16.3 Tooheys may engage additional temporary or casual staff or contractors, if required, to cover production requirements.

16.4 Temporary and Casual Brewery Technicians Will be Paid Not Less Than the Appropriate Salary (Including Appropriate Allowances, Loadings and Penalty Rates) as Paid to Tooheys Brewery Technicians.

16.5 Where it is necessary to perform additional work it will be initially exhausted against the annual allowance contained under the annualised salary provisions of this award. In the event that overtime will have to be worked in excess of the published roster, overtime will then be offered to Tooheys Brewery Technicians and exhausted against the accrued hours as per Clause 4.6.8 of this award. Should it be necessary to put additional shifts in place this will be achieved in the most cost effective manner, i.e. by engaging Casual Brewery Technicians at ordinary time for ordinary hours.

16.6 Brewery Technicians will work with employees from other companies who are engaged for specialised or peak work load requirements.

17. No Extra Claims

17.1 There shall be no further wage increases or claims during the term of this Award except as provided for in this award and/or where consistent with a State Wage Case decision, which adjustment it is further agreed shall be processed by way of a variation to this Award in accordance with the provisions of the Act.

18. Negotiating the Next Award

- 18.1 The parties agree to commence negotiations on a new Award prior to the expiration of this Award (such discussions to commence no later than 4 months prior to the expiration of this Award).
- 18.2 In the event that the parties fail to negotiate a new Award and this Award is terminated in accordance with the provisions of the Act, there shall be no reduction in the rates of pay applicable at the time the Award is terminated.

19. Declaration

- 19.1 The parties declare that this Award:
- 19.1.1 is not contrary to the public interest;
- 19.1.2 is not unfair, harsh or unconscionable;
- 19.1.3 was not entered into under duress; and
- 19.1.4 is in the interests of the parties.

20. Area, Incidence and Duration of the Award

- 20.1 The parties to this Award are Tooheys Pty Limited, the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch and the Construction, Forestry, Mining and Energy Union (New South Wales Branch).
- 20.2 This Award sets pay and conditions of employment for all employees of Tooheys Pty Limited at the Auburn Brewery.
- 20.3 This Award is to be read and interpreted in conjunction with the Breweries (State) Award. Where this Award is inconsistent with the Breweries (State) Award, this Award will prevail to the extent of any inconsistency.
- 20.4 This Award replaces and rescinds the Tooheys Limited (Auburn Brewery) Enterprise Award 2000 published 26 April 2002 (332 I.G 1365), and all variations thereof.
- 20.5 This Award shall apply from 1 September 2004 and shall remain in force until 31 August 2007.

SCHEDULE A

Wage Rates And Allowances - Classifications And Rate Schedule

Effective 1 December 2004

AUBURN BASE PAY RATES (Based on 35 hour week)	
BREWERY TECHNICIANS	
Classification	Rate Per Week
	\$
Brewhouse Control Operator	764.46
Filterman	744.82
Fermentation	730.93
Packaging Operators	729.27
Bulk Packaging Operators	737.43
Beer Runner	699.39
Engine Driver	798.78
Fireman	779.27

Allowance	Rate Per Week (Based on 35 hour week)
Built into salaries as applicable	
Leading Hand 11-20	48.78
Leading Hand 3 - 10	33.99
Cold	6.55
First Aid	14.92
Tank Washing	6.25
Rotating 5-day shift roster - morning/afternoon	59.90
* night	67.54
* 7-day shift	80.63
Hand Fork	11.89
Laundry	9.44
Container	21.03
Service Grant 1st year	23.02
Service Grant 2nd year	26.22
Service Grant 3rd year	30.48
Service Grant 4th year	34.14
Service Grant 5th year	37.81
Meal Money	8.04
Flexibility	11.13
Vending	8.08
Engine Room	19.82
Engine Driver in Charge	27.74

*Each Brewery Technician shall be paid an additional \$1,264.13 per annum in recognition of Night Shifts worked effective 1/12/2004.

SCHEDULE B

Example of Brewing Annualised Salaries - Effective 1 December 2004

ANNUALISED SALARIES BREWING

Effective 1 December 2004	Fermentation \$	Filtration \$	Brewhouse \$
Base Rate per Hour	20.8837	21.2806	21.8417
+ Allowances	0.5269	0.5269	0.5269
Hourly Rate	21.4106	21.8074	22.3686
Base Pay:			
35 hours x 52 weeks x Hourly Rate	38,967.24	39,689.52	40,710.80
+ 5 hours at Double time x 48 weeks x HRate	10,277.07	10,467.57	10,736.91
+ 4 hours at Double time x 48 weeks x HRate	8,221.66	8,374.05	8,589.53
= 44 hours (53 equiv paid hours) per week	57,465.97	58,531.14	60,037.25
PLUS			
Xmas Bonus: 70 hours x Hourly Rate	1,498.74	1,526.52	1,565.80
Leave loading: 70 hours x Hourly Rate	1,498.74	1,526.52	1,565.80
Service Grant - 54 weeks at \$37.81 per week	2,041.74	2,041.74	2,041.74
Laundry - 48 weeks at \$9.44 per week	453.12	453.12	453.12
Grace Bros. voucher (incl FBT)	1,261.88	1,261.88	1,261.88
Sick Leave: 70 hours x Hourly Rate	1,498.74	1,526.52	1,565.80
BASE ANNUAL SALARY	65,718.93	66,867.44	68,491.39
FORTNIGHTLY GROSS PAY	2,527.65	2,571.82	2,634.28
Shift Allowance : per week worked; 58.833 hrs x \$1.71 per hour	100.69	100.69	100.69
Sunday Night Shift Penalties : per Sunday night shift start up hours worked between 10.00pm and 12.00 midnight	42.82	43.61	44.74
Additional Night Shift Allowance per annum	1,264.13	1,264.13	1,264.13

The above calculations do not cover all cases but act as a guide to the majority of individuals
The allowances included in above are for Cold and Hand Fork.

Example of Engine Room Annualised Salaries - Effective 1 December 2004

ANNUALISED SALARIES ENGINE ROOM

Effective 1 December 2004

	Engine Room 7 Day \$
Base Rate per Hour	22.8223
+ Allowances	1.3589
Hourly Rate	24.1811
<hr/>	
Base Pay:	
35 hours x 52 weeks x Hourly Rate	44,009.68
+ 7 hours at Double time x 47 weeks x Hrate	15,911.19
+ 2 hours at Double time x 47 weeks x HRate	4,546.05
= 44 hours (53 equiv paid hours) per week	64,466.93
<hr/>	
PLUS	
Xmas Bonus: 70 hours x Hourly Rate	1,692.68
Leave loading: 70 hours x Hourly Rate	1,692.68
Service Grant - 54 weeks at \$37.81 per week	2,041.74
Laundry - 47 weeks at \$9.44 per week	443.68
Grace Bros. voucher (incl FBT)	1,261.88
Sick Leave: 70 hours x Hourly Rate	1,692.68
BASE ANNUAL SALARY	73,292.27
<hr/>	
PLUS EXTRA IF ON 4-PANEL ROSTER in lieu of weekend penalties	
+ 5 hours at Double time x 47 weeks x HRate	11,365.14
= 63 equivalent paid hours	
SALARY WHILE ON ROSTER	84,657.40
FORTNIGHTLY GROSS PAY	3,256.05
<hr/>	
Shift Allowance: per week worked; 69.7 hrs x \$2.30 per hour	160.57
Additional Night Shift Allowance per annum	972.41
Public Holiday Premium per 8 hrs worked	317.82

The above calculations do not cover all cases but act as a guide to the majority of individuals.
The allowances included in above are for Engine Room and Engine Driver allowances in the engine room.

Example of Packaging Annualised Salaries - Effective 1 December 2004

ANNUALISED SALARIES PACKAGING

Effective 1 December 2004

	Bottling/Store person/Materials	Canning	Racking
	Receival \$	\$	\$
Base Rate per Hour	20.8363	20.8363	21.0694
+ Allowances	0.0000	0.3180	0.0000
Hourly Rate	20.8363	21.1543	21.0694
<hr/>			
Base Pay:			
35 hours x 52 weeks x Hourly Rate	37,922.04	38,500.80	38,346.36
+ 5 hours at Double time x 48 weeks x HRate	10,001.42	10,154.06	10,113.33
+ 2 hours at Double time x 48 weeks x Hrate (Bottling, Canning)	4,000.57	4,061.62	
+ 4 hours at Double time x 48 weeks x Hrate (Racking only)			8,090.66
= 42 hours (49 equiv paid hours) per week (Bottling, Canning)	51,924.02	52,716.48	
= 44 hours (53 equiv paid hours) per week (Racking only)			56,550.35
PLUS			
Xmas Bonus: 70 hours x Hourly Rate	1,458.54	1,480.80	1,474.86

Leave loading: 70 hours x Hourly Rate	1,458.54	1,480.80	1,474.86
Service Grant - 54 weeks at \$37.81 per week	2,041.74	2,041.74	2,041.74
Laundry - 48 weeks at \$9.44 per week	453.12	453.12	453.12
Grace Bros. Voucher (incl FBT)	1,261.88	1,261.88	1,261.88
Sick Leave: 70 hours x Hourly Rate	1,458.54	1,480.80	1,474.86
BASE ANNUAL SALARY	60,056.38	60,915.62	64,731.67
FORTNIGHTLY GROSS PAY	2,309.86	2,342.91	2,489.68
Shift Allowance : per week worked; 54.833 hrs x \$1.71 per hour (excluding racking)	93.84	93.84	
Shift Allowance : per week worked; 58.833 hrs x \$1.71 per hour (racking)			100.69
Sunday Night Shift Penalties : per Sunday night shift start up hours worked between 10.00pm and 12.00 midnight	41.67	42.31	
Additional Night Shift Allowance	1,264.13	1,264.13	

The above calculations do not cover all cases but act as a guide to the majority of individuals. The allowance in canning is for flexibility.

SCHEDULE C

1. Work Rules

Any business requires clear rules and procedures governing personal conduct to ensure the efficient operation of the business and to make clear what is expected of you.

If you fail to observe these rules and procedures, you will be subject to the Disciplinary Procedure.

A. Attendance

You are required to start work on time, to observe the proper times for breaks and to work until the scheduled time to cease work. Should you require to leave the premises before the scheduled time to cease work, you must have the prior approval of your Team Leader.

If you are not able to attend work for any reason, you are required to advise your Team Leader early on the first day of absence. If you cannot do this yourself you must ask some other person to contact Tooheys on your behalf. Your Team Leader must be advised of the reasons for the absence and the expected date of return to work.

Where deemed appropriate by Tooheys, you will be required to comply with procedures regarding time recording.

B. Performance of Duties

You must carry out instructions given by a person authorised to give such instructions but you will not be required to do anything which might endanger any employee.

You must apply yourself diligently to work during working hours and not undertake other activities without the prior approval of the Team Leader.

You must not deliberately or carelessly do anything that will result in poor quality of Tooheys' goods or services.

C. Alcohol and Prohibited Drugs

Alcohol may only be consumed on the premises with the express approval of management.

No prohibited drugs are to be brought into the Brewery or consumed during working hours.

If in the opinion of your Team Leader, you are not capable of satisfactorily performing normal duties, you will be stood down without pay for the remainder of that shift. Further instances shall be dealt with according to the disciplinary procedure.

D. Property

Unauthorised removal or unauthorised possession of Tooheys' property or the property of other persons is not permitted.

Your Team Leader shall be entitled, without prior warning, to inspect your locker or bag but this shall only be carried out in your presence and in the presence of a witness. Any searches will be non discriminatory.

Wilful damage to Tooheys' property or the property of other persons is not permitted.

Whilst Tooheys' property is in your care you must ensure that procedures covering the handling of those goods are adhered to.

All broken packages or damaged merchandise are not to be consumed but handed back to the Team Leader.

Note: All serious cases, particularly those related to unauthorised possession of property, will be referred to the police. Any disciplinary action Tooheys may take is quite separate from, and additional to, any action the police choose to take.

E. Vehicles

To be authorised to drive a Tooheys motor vehicle you must have a current drivers licence for the appropriate class of motor vehicle.

Subject to the above, you may use a Tooheys vehicle for work related purposes provided the Team Leader gives permission.

Tooheys is not responsible for any traffic violations whilst the vehicle is in your care.

Unauthorised use or irresponsible use of a Tooheys vehicle is not permitted. You must not permit unauthorised persons to drive a vehicle under your control except in emergency.

F. Safety Procedures

You are required to work safely, observe all safety procedures and use all protective clothing and equipment as specified by the Team Leader.

You are required to advise your Team Leader of any potential health or safety problems.

All accidents must be promptly reported to the Team Leader.

You are required to comply with any Health Department requirements relating to health/hygiene requirements. These will be advised to you by your Team Leader.

G. False Declarations

Wilfully making false declarations for expenses, sick benefit, accident compensation, or other matters is not permitted.

Wilfully making false entries on Tooheys' records relating to operational matters is not permitted.

H. Personal Behaviour

You are expected to conduct yourself in a socially acceptable manner. Specifically threats, abuse or physical violence are not permitted. Provocation will not be accepted as an excuse.

Practical joking or skylarking is not permitted.

I. Sexual Harassment

Sexual harassment is not permitted.

J. Illegal Gambling

Illegal gambling is not permitted on Tooheys' premises.

K. Confidential Information

Confidential information gained during the course of employment must not be released to persons who could materially affect Tooheys' interests.

L. Media Statements

Statements to media representatives in respect of solely Tooheys business are prohibited.

M. Smoking Policy

Tooheys has a smoke-free policy. Smoking is only permitted in designated smoking areas.

N. Secondary Employment

You may undertake secondary employment with another employer provided it does not impact on your work performance at Auburn Brewery or conflict with the Brewing business of Tooheys.

O. Dress

You are expected to maintain high standards of personal hygiene and neatness and to wear uniforms as supplied by Tooheys.

For serious breaches of these rules an employee will be liable to dismissal without notice.

2. Investigation Procedure

In the event there is an allegation of misconduct, the matter will be fully investigated according to the following procedures:

The Manager or a person authorised by the Manager will briefly examine the allegation to determine whether or not misconduct is apparent.

Note: If the initial examination indicates that serious misconduct may have occurred, you may be stood down whilst the matter is investigated. During the period of stand down, you will be paid for scheduled work hours and be required to be available for discussion. (A stand down is not a disciplinary measure). Your Union delegate/official will be informed.

If misconduct is apparent, there will be a prompt and thorough formal investigation by the Manager, or a person authorised by the Manager. Discussions will be held with all persons considered to be able to assist. You will be given the opportunity to have the allegations described and the opportunity to give an explanation.

At the conclusion of the investigation:

1. If the Manager determines that misconduct is not proven then no further action will be taken against you.
2. If the Manager determines that misconduct is proven, then the appropriate provisions of the Disciplinary Procedure will be applied.

Note: If an allegation is made about an employee from another person, then the employee shall have the right to confront his/her accuser.

The investigation procedure shall be conducted consistent with the Issues Resolution Procedure and, in particular:

- (a) the employee may have a union representative or another witness present and
- (b) the status quo shall be maintained by the use of the paid stand down provision.

3. Performance and Conduct Policy

Tooheys places great value on you as an important member of the Tooheys Team. No individual can work in isolation or be considered to be above the obligation to comply with Tooheys work rules and obligations.

All employees are required to conduct themselves in a socially acceptable manner. It is essential that all employees meet the performance standards required for their positions.

If performance or an individuals conduct is not up to acceptable standards this will normally in the first instance be communicated to the individual by way of a counselling feedback discussion.

In cases of more serious disciplinary or performance matters, or when the issue has not been satisfactorily corrected by counselling, a disciplinary code will apply as follows:

Name of Action	By Who	Record Duration
1. First level warning verbal	Team Leader/ Manager	On-the-spot with a diary note kept up to three months
2. Second level warning written	Team Leader/ Manager	One year (formal, on personnel file)
3. Final written warning	Team Leader/ Manager	Two years (formal, on personnel file)
4. Dismissal following investigation and confirmation of the facts	Manager/H.R. Director	Written (formal and remains on personnel file)

Note: In the event of a successful appeal under the Guaranteed Fair Treatment Process, re-instatement will occur.

All disciplinary performance and conduct matters will be handled in a professional and consistent fashion upholding the fair rights of the individual. The Guaranteed Fair Treatment Process will provide a fail safe mechanism in any case where some one feels that they have been treated harshly or unjustly by having the right to lodge an appeal by simply completing the Issue Resolution Report (I.R.R.).

Tooheys reserves the right to summarily dismiss an employee or contractor in cases of gross misconduct and examples would include an employee:

- (a) Engaging in fighting, assault, drinking of alcohol the possession or consumption of prohibited drugs whilst at work.
- (b) Indulging in negligent practices or endangering the life and safety of others.

- (c) Stealing or deliberately damaging property belong to another employee or Tooheys.
- (d) Deliberate misuse of confidential Tooheys information likely to damage the business.
- (e) Falsification of Tooheys documents and certificates (including expense claim forms etc).
- (f) Gross insubordination, e.g. refusing a safe and reasonable request to perform normal duties or direction given by a Team Leader/Manager.
- (g) Deliberate breach of Tooheys' policy/procedure.
- (h) Deliberate action resulting in major financial loss to Tooheys.

An employee will normally be suspended on normal pay for up to three days in the event of a disciplinary investigation being arranged to consider their involvement in an alleged incident of gross misconduct.

It should be noted that every case will be evaluated on its merits and should an issue be so serious that it warrants a final warning or dismissal, Tooheys reserves the right to take such action.

Any queries relating to this policy can be raised with your Team Leader/Manager or the Human Resources Department.

W. R. HAYLEN J.

Printed by the authority of the Industrial Registrar.

(1156)

SERIAL C4205

BASELL AUSTRALIA PTY LTD PPU CLYDE OPERATORS AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Basell Australia Pty Ltd.

(No. IRC 5542 of 2005)

Before The Honourable Justice Kavanagh

9 November 2005

AWARD

Clause No. Subject Matter

PART 1 - APPLICATION & OPERATION OF AWARD

- 1.1 Definitions
- 1.2 Coverage of Award
- 1.3 Commencement Date and Term of Award

PART 2 - DISPUTE RESOLUTION

- 2.1 Dispute and Grievance Procedure

PART 3 - EMPLOYMENT RELATIONSHIP & DUTIES

- 3.1 Contract of Employment
- 3.2 Process Maintenance and Associated Matters
- 3.3 Basell Operator Classifications - Duties & Responsibilities
- 3.4 Basell Operator Job Training
- 3.5 Category Structure
- 3.6 Auxiliary Fire/Emergency Response/First Aid Policy

PART 4 - SALARY & RELATED MATTERS

- 4.1 Salary (Wages)
- 4.2 Payment of Wages
- 4.3 Overtime
- 4.4 Mixed Functions
- 4.5 Transport Of Employees
- 4.6 Shift Workers On Day Duties - Roster, Hours & Entitlements
- 4.7 Saturday Work - Day Workers
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PART 5 - HOURS OF WORK

- 5.1 Standard Hours
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- 5.3 Current Understandings
- 5.4 Rest Periods for Shift Workers

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- 6.1 Annual Leave
- 6.2 Sick Leave
- 6.3 Long Service Leave
- 6.4 Bereavement Leave
- 6.5 Parental Leave
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- 6.8 Public Holidays
- 6.9 Clarification to the Public Holiday Payment Procedure

PART 7 - UNION MATTERS

- 7.1 Right of Entry
- 7.2 Union Delegate
- 7.3 Notice Board

PART 8 - CANTEEN

PART 9 - ANTI-DISCRIMINATION AND HARASSMENT

PART 1 - APPLICATION AND OPERATION OF AWARD

1.1 Definitions

"BRG" means Basell Refinery Group represented by duly elected delegates of the union.

"Company" means Basell Australia Pty Ltd.

"Continuous shift worker" means an employee engaged under this award on a continuous shift roster.

"Operator" means employees employed under the terms of this Award.

"Operations Manager" is a day staff position not subject to this award.

"Parties" means Basell Australia Pty Ltd and the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

"Union" means the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

1.2 Coverage of Award

This award binds the Company, the Union and the employees of the Company employed at the Company's Clyde operations:

- (a) who are members of the CFMEU or eligible to be members of the CFMEU; and
- (b) who are engaged at the Clyde site under the classifications set out in clauses 3.3 and 3.5 of this award.

1.3 Commencement Date and Term of Award

1.3.1 This award rescinds and replaces the Basell Australia Pty Ltd PPU Clyde Operators Award 2003 published 26 September 2003 (341 IG 526), and all variations thereof.

1.3.2 It shall take effect from 1 April 2005 and shall remain in force thereafter until 31 March 2008.

- 1.3.3 It is a term of this basis of settlement that the operators, the CFMEU and the Company will not pursue any further claims for wages, allowances or other conditions of employment during the period up to 31 March 2008.

PART 2 - DISPUTE RESOLUTION

2.1 Dispute and Grievance Procedure

Subject to the Industrial Relations Act 1996 or any Act replacing that Act, any dispute or claim (whether any such dispute or claim arises out of the operation of this award or not) as to the wages and/or conditions of employment of any employee with regard to whom the Company is bound by this award and/or as to any other industrial matter pertaining to the relations of the Company (to whom this award applies) with employees (with regard to whom the Company is so bound) shall be settled in the under-mentioned manner:

- 2.1.1 The matter shall be first discussed between the employee concerned and the immediate supervisor. It is the duty of the delegate to ensure that this procedure has been followed prior to proceeding further.
- 2.1.2 If not settled within a reasonable period of time, for example, 7 days, the matter shall be further discussed between the employee, the Union delegate and the employee's immediate supervisor.
- 2.1.3 If not settled the matter shall be further discussed between the Union delegate and the Human Resources Department representative of the Company. For matters of a serious nature a BRG meeting may be convened by either party within 7 days of settlement not being reached.
- 2.1.4 If not settled, the matter shall be further discussed between the Union official, the BRG and the Company.
- 2.1.5 If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of New South Wales and its decision shall be final and shall be accepted by the parties. It is the intention of the parties that when the disputes procedure is invoked the matter in dispute will be dealt with expeditiously and until the matter is determined, work shall continue normally. Where it is agreed between the parties that there is an existing custom, work shall continue in accordance with that custom, but where there is no agreement as to custom, the Company's direction shall be accepted. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

PART 3 - EMPLOYMENT RELATIONSHIP & DUTIES

3.1 Contract of Employment

- 3.1.1 To become entitled to payment in accordance with this award an employee shall perform such work as the Company shall, from time to time, require on the days and during the hours usually worked by the class of employees affected.
- 3.1.2 An employee not attending for duty shall lose pay for the actual time of such non-attendance except where such absence is for authorised paid leave of absence in accordance with the provision of this Award.
- 3.1.3 Employment shall be terminated by a month's notice by either side, given at any time during the month, or by the payment or forfeiture of a month's wages, as the case may be. This shall not affect the right of the Company to dismiss any employee without notice for neglect of duty or misconduct, and in such cases wages shall be paid up to the time of dismissal only.

3.1.4 It is a term and condition of employment and of the obligations and rights accruing under this award that an employee shall:

- (a) Comply with the orders of the Company to work reasonable overtime at any time during the 7 days of the week at the appropriate remuneration prescribed herein, provided that the question of what is reasonable overtime shall be determined in relation to the individual employee concerned, having regard to the particular circumstances at the time of the order by the Company; and
- (b) Use the appropriate protective clothing and equipment provided by the Company for specific circumstances; and
- (c) comply with the Company's directions to carry out work required for the safety of personnel, Plant, equipment and product; and
- (d) become and remain the holder of any certificates at Company expense which are required by law to be held by a person performing the duties which the Company allocates to the employee from time to time; and
- (e) undergo such specialised training in fire control applicable to the refinery plants and/or facilities on which the employee may be working, as the employer may require and in the event of fire in such refinery plant and/or facilities, to act as directed by the employer.

3.1.5 Probation Period

A new employee shall be regarded as probationary for the first 3 months of their engagement. After an assessment of the employee by the Company during the 3 months, the employee may be:

- (f) required to complete the probationary period and then confirmed in the position for which the employee was engaged, or
- (g) given notice of termination of service in accordance with clause 3.1.3.
- (h) dealt with in such a manner as the employer may think fit.

3.1.6 Basell Operator Statement of Principle

Assignment by supervisors of tasks not associated with the prime operating job in any particular circumstances will be limited naturally by the following criteria:

- (i) They will be associated with the process to which the Operator is engaged.
- (j) They will be capable of being completed within a relatively short time or of being interrupted or left unattended so as not to distract the Operator from their prime functions.
- (k) If tools are involved, these will be simple in their utilisation and the task will be relatively simple and within the ability of the Operator.
- (l) In the assignment of these tasks, an attempt will be made to achieve what is reasonable and a common sense attitude should prevail. Factors requiring consideration would include, for example:
 - (i) the time available for the performance of the task;
 - (ii) the Operator's ability to perform the tasks;
 - (iii) the availability of the equipment appropriate to the performance of the task.

3.1.7 Operators Induction

The aim of the Induction Course for new operators is to provide a structured introduction to the role of an operator at Basell Clyde and introduce the basic skills common to all operator jobs. The training to be given will typically cover:

- (m) Introduction to Basell and to the Clyde Site;
- (n) Conditions of employment, rules and agreements;
- (o) Safety training;
- (p) Emergency procedures;
- (q) Basic operator Skills & Knowledge (including A.G.S.T.).

Polypropylene Site Introduction Component:

- (r) Introduction to Basell and the Clyde Site

Standard presentation on the activities of Basell internationally and within Australia and where Clyde fits into the overall scheme.

- (s) Conditions of Employment

An explanation of conditions of employment as governed by Company personnel policies and the appropriate award. Employee responsibilities.

- (t) Safety Training

Topics to be covered should include: clearance procedures, permits, confined space entry precautions, hot work precautions, area classifications, when and what protective clothing to wear, correct lifting techniques, electrical isolation of equipment, the role of AGSI and Fire Signatories.

- (u) Emergency Procedures

The Refinery emergency procedures should be fully explained along with fire fighting training, breathing apparatus training, ROV operation and St John's Ambulance first aid training.

- (v) Basic Operator Skills & Knowledge

This part of the induction is typically conducted by Granville TAFE.

- (i) Basic Operator Knowledge

Topics to be covered should include organic and inorganic chemistry explanation of pressure, temperature, vapour, pressure, density, flow (compressible and incompressible), heat transfer, control, distillation and pump characteristics.

- (ii) Basic Operator Skills

A number of basic operator skills should be explained and practiced. These include product sampling, pump lubrication, starting pumps, blowing down level gauges, isolating and depressurising plant equipment.

At the completion of the induction the new operator will report to the Production Manager. The new operator (trainee) will commence on the job training with the Operator Trainer and be assigned to a shift.

Operators are encouraged to complete the "Certificate in Chemical Plant Skills" through TAFE for which assistance under the Company's educational assistance policy is available.

3.2 Process Maintenance and Associated Matters

3.2.1 Process Maintenance

Consistent with the provisions of the award, the functions and responsibilities of all operatives include the clean, safe and effective operation at all times of plant and associated equipment; the evaluation of equipment performance and process conditions; the execution of running adjustments and minor repairs consistent with safe and effective operation; the preparation (including the proper isolation) of equipment for maintenance; the use of hand tools (such as spanners, wheel keys, wrenches and screw drivers) and of appliances (such as gas testing and laboratory testing equipment, portable thermometers) as may be necessary or incidental to the performance of operating functions and whose duties shall include the performance of any other task associated with the process. Appropriate training will be given to Operators (eg bolt and gasket identification). Training packages/SOP'S will, as in the past, be developed by competent people in these specific areas, and will be also based on the appropriate safety consideration for the job.

Without limiting the generality of the foregoing, repairs and adjustments involving use of hand tools, will include the following:

- (a) Insert/remove dismantle operating equipment, eg catalyst stingers.
- (b) Remove and replace small valves, plugs and fittings as used for bleeds, drains, vents and sample connections. (Spades not included).
- (c) Connect/disconnect flexible hoses for use in cleaning, smothering leaks, heating lines etc.
- (d) Connect/disconnect fittings to educt chemicals from containers.
- (e) Connect/disconnect hoses on lube oil dispensing bars.
- (f) Remove insulation to expose leaks, drains etc, where easily accessible and removable.
- (g) Remove and replace pressure gauges.
- (h) Monitor, drain and change oil in equipment as required.
- (i) Adjust and lubricate glands on valves, cocks etc.
- (j) Connect/disconnect screwed piping and standard fittings for temporary situations such as venting, draining and steaming out arrangements. Dismantle simple screwed piping. (Operators will not thread pipe).
- (k) Open, clean and/or replace filters and screens in pipelines and equipment, up to 4" diameter and PPU vacuum pump strainers. Replace filters in lines greater than 4" diameter, where fitted with V-lock closures.
- (l) Tighten swagelok fittings on pipelines and equipment.
- (m) Isolate streams and/or equipment by removing/replacing caps, plugs and blanks on equipment and piping of diameters of up to and including 4" pipes.

- (n) Connect/disconnect gas cylinder to manifolds.
- (o) In an emergency, take reasonable action necessary to protect personnel, plant, equipment and product (eg fit pipe clamps on leaks).
- (p) Perform any other similar task not involving the application of the general trade experience of recognised tradesmen.
- (q) Process Pump Suction Filter P4501.

Suction strainer causes an immediate loss of the extruder if fouled. The Company and the Operations group agrees that P4501's suction strainer is part of a water control system and is an item that will be removed cleaned and replaced by Operators following appropriate training.

- (r) Pelletizer Knife Removal and Replacement

During operation of the Extruder lumps or broken knives can occur during start-ups of the Extruder. It is seen that removal and replacement of a prepared knife set will assist Operations in maintaining a running plant.

The preparation of a knife set on the carriage requires the use of precision instruments and alignment equipment and would be carried out by the Mechanical Maintenance group.

The Company and the Operations group agrees that removal and replacement of a knife set is an item that will be carried out following appropriate training and isolation for mechanical work.

It is acknowledged that the removal and replacement of a knife set is for the purpose of removal of polymer and/or replacement of a knife set. Other work associated with the maintenance of the granulator is seen as a core mechanical activity.

- (s) Screen Packs

The Company and that the Operations group agree that they will assist the Mechanical group during removal and replacement of screen packs. If during out of hours situations a Basell Maintenance tradesman is not available it is agreed that the Operations group will carry out the removal and replacement with a pre-made screen pack unit. If the problem continues, the operating team will consult with the Plant duty officer to determine appropriate action.

- (t) Lube Oil Filters

The replacement of cartridge lube oil filter elements is seen as being part of the normal operation of a running piece of equipment and therefore shall be part of process maintenance. The Company and the Operations group agree that replacement of fouled cartridge lube oil filters will be carried out as appropriate to ensure adequate lube oil filtration. The Company does not foresee the shift Operators being involved in the ordering of replacement filters, but would envisage the shift Operators logging filter changes through either a SAP Work Order notification or similar procedure in order to allow stock levels to be maintained.

- (u) Process Instrument Filters

The intention of the Company's proposal is aimed at allowing the Operator's group to take action to keep the plant on line. The proposal envisages the Operators being in a position to clean small instrument filters which requires no other action (other than cleaning) and where inaction will shutdown the plant. Right now, the instrument filters on the extruder water flow (45F011) and pressure (45P213) are the only examples for which the Company

expects the Operators to take action. Any further instrument filters which may become critical in the future will be discussed with the Operator representatives in advance. It is not the Company's desire to seek a "blanket" instrument maintenance arrangement and the Company does not wish the Operators to be involved in maintenance activities associated with analyser streams.

(v) Removal and Replacement of Blanks and Fittings

Whilst this item is a statement of the intention of the Company to request activities that have been included in previous awards, it is felt appropriate to indicate the required activities. The Operations group should recognise that they are required to remove and replace fittings to enable process testing, cleaning and purging as may be required to ensure the continued operation of the plant. Securing of loose mechanical and instrument fittings will be covered under this item also. Examples of this would be the re-securing of an instrument line or the tightening of a flange that was found loose.

(w) Isolations for Mechanical Works

The Company plans to vary the required process for "isolation for mechanical Work" to include a padlocking procedure for each group that works on a piece of equipment. Some Operators on the plant have experience with this type of process and as such may be able to supply some input to the discussion. The Operations group would carry out the isolation, as per the current procedures for Mechanical work, with the additional requirement of padlocks on equipment lockable devices where it is agreed that the isolation process is such that it prevents the fuses from becoming part of the circuit.

The process of isolation will be modified to include the use of Work group padlocks. The purpose of the padlocks is to:

- (i) restrain the substation equipment isolator; and
- (ii) restrain the stop/start switch adjacent to the motor.

Operations would be responsible for the isolation of the equipment from the process and the power source. They would use an Operations Work group lock during this process. The Mechanical group would add their Mechanical Work group lock to the existing restraining device. At the completion of the work the Mechanical group would remove their locks and hand back to Operations. Operations would then remove their locks and return the equipment to service.

Mechanical padlock isolations would only be approved on pad lockable isolator systems.

The Company agrees to carry out local training in the isolation procedure prior to the implementation of the required isolations.

Any concerns arising from any future changes in the Maintenance Group's response will be discussed with the CFMEU/BRG representatives in advance.

3.2.2 Illustrative Examples of Associated Tasks

- (a) Use chemical, mechanical or steam cleaning devices as necessary.
- (b) Install stick-on signs or stencil information on pipelines and equipment.
- (c) Perform ordinary service to and operate assigned vehicles and mobile equipment.
- (d) Connect/disconnect hoses to equipment (eg pumps, compressors) and delivery vehicles.

- (e) Rack up all types of hoses used in the performance of associated tasks.
- (f) Connect portable electric leads as required.
- (g) Attend to all equipment lubrication and lubricating devices, grease valve and cocks, clean lube oil centrifuges, filters etc.
- (h) Evaluate instrument performance by carrying out zero checks.
- (i) Service computer equipment ancillaries, eg loading computer cartridges, loading computer paper.
- (j) Clean plugged or fouled pipelines, drains, etc by:
 - (i) wrapping with steam hoses;
 - (ii) adding detergent or chemicals;
 - (iii) mechanical rodding in simple cases.
- (k) Where easily accessible and on a "first aid" basis, apply "band aid" devices to leaks.
- (l) After appropriate training, use explosimetres as an additional safety aid and, as supplementary to existing procedures.
- (m) Generally taking such reasonable action as may be necessary to make a plant area safe, eg erecting a simple barrier.
- (n) On plant plots, handle and store materials and/or chemicals.
- (o) Use installed or other lifting devices as are available to aid the performance of a Basell Operative's duties.

TABLE A**Operator Routine Sample Testing Schedule**

Time		Homopolymer HP	Random RCP	Block Copolymer
Day Shift Operator Routine Sample Testing Schedule				
0730	Powder Tests Nibs Test	Rx1-MI XS * BD * HP-MI	Rx1-MI XS * ET * BD* RC-MI	Rx1-MI XS * BD * Rx2- MICO-MI BE*
0930	Powder Tests Nibs Tests	Rx1-MI * HP-MI	Rx1-MI * RC-MI	Rx1-MI * Rx2- MI * CO-MI
1130	Powder Tests Nibs Tests	Rx1-MI XS * HP- MI	Rx1-MI XS * ET * RC-MI	Rx1-MI XS * Rx2-MICO-MI BE*
1330	Powder Tests	Rx1-MI *	RC-MI *	Rx1-MI Rx2- MI
	Nibs Tests	HP-MI	RC-MI	RC-MI
Afternoon Shift				
1530	Powder Tests Nibs Test	Rx1-MI XS * BD * HP-MI	Rx1-MI XS * BD * ET* RC-MI	Rx1-MI XS * BD * Rx2- MICO-MI BE*

1730	Powder Tests Nibs Tests	Rx1-MI * HP-MI	Rx1-MI * RC-MI	Rx1-MI * Rx2- MI * CO-MI
1930	Powder Tests Nibs Tests	Rx1-MI XS * HP- MI	Rx1-MI XS * ET * RC-MI	Rx1-MI XS * Rx2-MICO-MI BE *
2130	Powder Tests Nibs Tests	Rx1-MI * HP-MI	RC-MI * RC-MI	Rx1-MI * Rx2- MI * RC-MI
Night Shift				
2330	Powder Tests Nibs Test	Rx1-MI XS * BD* HP-MI	Rx1-MI XS * BD * ET* RC-MI	Rx1-MI XS * BD * Rx2- MICO-MI BE*
	Powder Tests	Rx1-MI * Rx1-MI * Rx1-MI *		
	Nibs Tests	HP-MI	RC-MI	Rx2-MI * CO- MI
0330	Powder Tests Nibs Tests	Rx1-MI XS * HP- MI	Rx1-MI XS * ET * RC-MI	Rx1-MI XS * Rx2-MICO-MI BE *
0530	Powder Tests Nibs Tests	Rx1-MI * HP-MI	RC-MI * RC-MI	Rx1-MI * Rx2- MI * RC-MI

Bound Ethylene at this time are to be done by either NIR or FTIR.

ET at this time to be done by FTIR or NIR.

Standards will be available for FTIR and NIR and are to be used by Operators when required to verify results.

Plant Integrity Testing

Operator will carry out the following tasks:

- (i) pH of granulate water to be locally tested using pH papers to determine the amount of Soda-Carbon to be added to the Granulate water system;
- (ii) testing of pH and Turbidity of the API when pumping to the river.

Drawing of Samples, labelling of samples and holding of samples in the lab as is done now. Frequency of testing: daily.

3.2.3 Team Concept of Operation

(a) Plant Upsets

Where an upset occurs on operating plant, Operators from other units will continue to assist the Operator whose plant is experiencing the upset.

(b) Normal Operations

It is accepted that under normal operation that Operators will assist outside their assigned area commensurate with knowledge, ability and experience of the plant in question, but

not to the detriment of the Operators assigned area of operation. Senior Operators will allocate Operators to areas as needed.

(c) Plant Shutdowns

During shutdowns, rearrangement of shift rosters may need to occur to meet the needs of the operation of maintenance handover requirements, training on days planning/monitoring of shutdown performance, normal annual leave roster arrangements will apply.

(d) Contractor and Materials

Operators will assist in the monitoring and control of quality and performance of work carried out by contractors, through an agreed checking mechanism.

(e) Product Quality Testing

Operators will be committed to use standard lab equipment for the changes for the purpose of plant quality control testing as per table A. If, as a result of changes or improvements to lab equipment, additional product quality results are obtained whilst carrying out a scheduled quality test, these results can be included in the schedule.

Examples of equipment types: IMR, NMR, FTIR and NIR.

Operators may be required to carry out additional lab testing as required during start-ups, grade changes and/or plant up-sets as directed by the senior operator. This testing will be required to assist in determining plant quality, eg Extra MI or FC, BE RX2, BE Nibs / pellets random copolymer, Nibs distribution test.

The testing schedule presented is the routine testing requirements expected for normal operations.

The testing required will vary from time to time as the situation demands, eg on reaction start-ups or extruder grade changes, there may be more testing required. When the plant is shutdown, no testing will be required. As on-line instrumentation is commissioned (eg the on-line extruder rheometer,) a testing requirement will be reduced. However, the Company accepts that it would not be normal for there to be any more than 4 additional samples and tests (excluding re-testing) required over and above the nominated routine testing on any one shift.

If, however, for any reason additional testing, above the schedule, is required then the Senior Operator has the authority to change priorities or request additional resources in order to operate the plant effectively.

The shift Senior Operator will retain the right to request additional resource(s) as plant needs dictate or vary Operator scheduled tasks or actions depending upon plant priorities. However, overtime for lab sampling on plant start-ups will no longer occur as a standard practice.

Exclusions

Wet method testing for XS will not be carried by Operators.

3.3 Basell Operator Classifications - Duties & Responsibilities

3.3.1 General Description

(a) Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform all Operator duties at the Site and is responsible for safely and efficiently controlling such Site under the general supervision of a staff supervisor. Vacancies for the position of Senior Operator will be advertised internally.

(b) Relief Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment at the Site as required by a Senior Operator or under general supervision of a staff supervisor as necessary.

In addition, from time to time, the Relief Senior Operator might be called to act as the Senior Operator on shift.

(c) Panel

An employee working under the supervision of a Senior Operator or relief Senior Operator, who is qualified, capable and willing to perform safely and efficiently such duties as are required by the Company associated with the process or equipment at the Site.

(d) Operating Position 1, 2 and 3 (Operator)

An employee working under the supervision of a Senior Operator or Relief Senior Operator, who is qualified, capable and willing to perform safely and efficiently such duties as are required by the Company associated with the process or equipment at the Site.

(e) Trainee Position

An employee under the supervision of a Senior Operator, Relief Senior Operator or the Operator Training Coordinator, undergoing the necessary orientation and training to enable safe and efficient performance as an Operator.

An employee engaged for or transferred to the position of Operative will be classified initially as a Trainee Operative.

(f) The Operator Training Co-Ordinator

The Operator Training Co-Ordinator position will be filled by an existing senior operator or by an operator who has passed out for job knowledge evaluation in the senior head operator position.

The period of tenure will be approximately, but not exceeding 3 years. The period of tenure will commence on the day that an incoming Operator Training Co-Ordinator takes up the duties of the position without assistance, 3 years from that day will be known as the anniversary date. The incoming Operator Training Co-Ordinator will be nominated 6 months before the incumbent Operator Training Co-Ordinator anniversary date therefore applicants will be called for no less than 9 months prior to the anniversary date.

The incoming Operator Training Co-Ordinator will complete the "Train the Trainer" and "Computer Skills" (needs based) courses between the nomination date and the commencement of the handover period. The handover period will commence no more than 2 months prior to the incumbent's anniversary date and will be needs based, but a minimum of one month is deemed as appropriate in most cases. When the incoming Operator Training Co-Ordinator has an understanding of the duties of the position and has sufficient confidence to carry them out without assistance then the outgoing Operator Training Co-Ordinator will return to shift.

Example:

July 1994	Advertise vacancy for above position
August/September 1994	Conduct interviews
October 1994	Nominate Operator to position
February 1995	Handover commences
April 1995	Handover completed, eg 7 April
	Incoming Operator Day Trainer takes up duties, Revised anniversary date 7 April 1998

Where the category level for the incoming Operator Training Co-Ordinator changes, the change will be permanent and not limited to the period of tenure. The Operator Training Co-Ordinator category level will be the same as the Senior Operator level for the Site.

If there is no replacement for the incumbent Operator Training Co-Ordinator and he/she wishes to re-apply for the position, the Operator Training Co-Ordinator must return to normal duties on shift for 2 months minimum before resuming Operator Training Co-Ordinator duties.

The Operator Training Co-Ordinator will primarily work on day work, however it is possible to foresee situations where it might be appropriate that he spend some time on afternoon and /or night shift. It may be necessary for example to conduct training on new equipment that needs to be carried out within certain time constraints.

There are circumstances where it may necessitate the Operator Training Co-Ordinator becoming for short periods part of the operating team (eg major fire and/or uncontrolled gas releases, secondly during the major complex start-up/shutdown) where demands for senior operators skills is at a premium. During a major start-ups/shutdowns there would not normally be any formal training carried out. The role of the Operator Training Co-Ordinator will not include covering shortfalls in the shift roster.

No guarantee of overtime is provided to the Operator Training Co-Ordinator, however it is the expectation of the Company that overtime may need to be worked by the Operator Training Co-Ordinator in fulfilling operators training needs.

The Operator Training Co-Ordinator will reside on the plant for most of his duties, a work area suitable for training will be provided and access to other training rooms within the refinery and various training aids located at the training Centre. The Operator Training Co-Ordinator will report to the Operations Manager but by necessity in the fulfilment of duties related to the position need to liaise with Shift Senior Operators and the external training resource providers.

The Operator Training Co-Ordinator will provide input to the operator formal training days in the form of training modules that fall within the Operator Training Co-Ordinator's field of expertise. The input provided by the Operator Training Co-Ordinator should not be so extensive as to compromise the primary function of "on job training".

Operator Training Co-Ordinator Function: Manufacturing Location: Basell Clyde
Position: Operator Training Co-Ordinator Reports to: Operations Manager Purpose: An employee appointed as such by the Company who is qualified as a Senior Operator and is

required to plan, arrange and carry out training programs for operators and other nominated employees.

Nature and Scope of Position:

The incumbent is a qualified Senior Operator specifically chosen to perform Site operating and safety training.

The general tenure of the incumbent in this position is 3 years. However, unforeseen circumstances may shorten this period.

Principal Duties: Assist the Operations Manager to organise and Co-ordinate new operator induction.

- (i) Conduct initial introduction of "on the job training" for plant operators to acquire job accreditation.
- (ii) Assist the Senior Operator and Operations Manager with the accreditation of operators following the completion of their training.
- (iii) Be responsible for filing and maintenance of all training records.
- (iv) Prepare, research and edit material relevant to plant processes for use in training.
- (v) Provide input (training modules) to operator training modules. Organise classrooms and other general administration as requested by Operations Manager.
- (vi) Give class presentations to selected groups on new equipment and plant modifications.
- (vii) Assist in the update of plant manuals and drawings.
- (viii) Update and modify "Tasks and Skills" booklets with new plant equipment and operating mode changes.
- (ix) Attend meetings and liaise with external trainers and resources to formulate training needs.
- (x) Conduct plant awareness training to internal and external groups on the Basell Site providing that operator training is not encumbered.

3.3.2 Operator Duties and Responsibilities

The following lists summarise the duties and responsibilities of operators. These duties and responsibilities include but are not limited to the items listed.

- (a) Common Duties & Responsibilities
 - (i) Safe, clean and effective operation at all times of refining plant and associated equipment and according to instructions issued by the Company through its supervisors.
 - (ii) Evaluation and reporting (verbally, written and through computer) of equipment performance and process conditions.
 - (iii) Execution of running adjustments and minor repairs consistent with safe and effective operation.
 - (iv) The preparation and isolation of equipment for maintenance.

- (v) The use of hand tools and equipment as necessary or incidental to the proper performance of operating functions. This will include spanners, wheel keys, wrenches and screwdrivers, motor vehicles, forklift trucks, gas testing and laboratory testing equipment, portable thermometers. The repairs and adjustments which operators, using hand tools may make are set out in 3.2.1 above. For guidance, illustrative examples of associated tasks are set out in 3.2.2 above.
- (vi) Is required to be familiar with all manuals, instructions and schedules associated with safety, operating and training relevant to the complex.
- (vii) Is responsible for ensuring the safe operation of the assigned area including the conduct of visitors to the plant and contractors working in the area.
- (viii) Is required to relieve in lower category jobs commensurate with knowledge, ability and experience and expected to undertake training as necessary to perform the duties as assigned by the Company commensurate with knowledge, ability and experience.
- (ix) Perform sampling and testing of process variables and equipment.
- (x) Minor administration tasks related to the job will be carried out as necessary.
- (xi) Operators will obtain the necessary WorkCover tickets stipulated in WorkCover regulations and as required by the Company.
- (xii) Laboratory testing will be carried out and the team support concept of operation will apply as specified in 3.2.3 above.
- (xiii) Raw Material and Finished Goods Reconciliation

The purpose of this new process is to ensure that Raw Material reception, utilisation and reconciliation, is in compliance with the International Quality Insurance requirements of ISO 9001 and that the control of the activity be done by the appropriate employees in the organisation.

The objective of the Raw Materials and Finished Goods Reconciliation activity is to be able to identify which batch of any Raw Material and Polymerisation Ingredients were used to make a given lot of Finished Good Polypropylene.

The introduction of the raw material and finished goods reconciliation will be done in 2 stages.

Stage 1: Will be the introduction of a manual paper system to track all raw materials.

Stage 2: Is to introduce a computer system to take over from the manual paper system, this system will incorporate, eg:

- (A) Logging/Scanning Raw Material lot information
- (B) Initiating actions when major Raw Materials variance occur
- (C) Logging/Scanning consumption points, time and quantities of Raw Material
- (D) Confirming completion of production orders

Once the computer system has been developed, tested and is reliable detailed training and on the job coaching will be provided to all shift Operators prior to implementing this new process.

- (b) Senior Operator
- (i) Directs and co-ordinates the work of other Operators at the Site.
 - (ii) Interprets, comments on and carries out the instructions of staff supervision.
 - (iii) Monitors the safety and efficiency of operation, quality of products and ensures reporting and sampling are carried out as required.

When a Standard Operating Procedure is not available for an operating task, the Senior or relief senior operator outside normal hours will produce and document the steps involved to complete a task safely. The Senior or relief Operator will involve other on shift personnel in the job task review. During normal hours, this task will be coordinated via the senior day worker or the operator trainer as per current practice.
 - (iv) Liaises with Shell refinery or other suppliers, as required.
 - (v) Is required to follow and to have full knowledge of all manuals, instructions and schedules associated with safety, operating and training relevant to the Site.
 - (vi) Ensures that the Operators on the shift are fully trained by administering training and reporting to the appropriate staff supervisor the future requirements of the shift.
 - (vii) Requisitions and accounts for all necessary process, operational and administrative materials as required.
 - (viii) Ensures that plant and flare surveys are carried out as required.
 - (ix) Provides assistance, advice and support to Operators on the shift as necessary.
 - (x) Ensures that plant safety equipment is checked regularly and any repairs, reordering or maintenance is performed.
 - (xi) Assists in the co-ordination and planning of plant safety meetings.
 - (xii) Is expected to attend Senior Operator meetings for the Site.
 - (xiii) Shift Management of Overtime Sheets, Leave and Time in Lieu. The Senior Operator will correlate all relevant paper work for each member of his shift team for the pay month, eg checking the overtime hours calculation and that appropriate leave forms have been submitted. Forms are to be initialled/signed and passed to the Operations Manager for processing including a list of outstanding paperwork. Special Leave would still be authorised by the Operations Manager. The responsibility for ensuring that appropriate paperwork is submitted rests with the individual Operator. The Operations Manager maintains overall line responsibility for this process.
 - (xiv) Taxi Authorisations. The Senior Operator will authorise taxi use as per agreed guidelines and generally call for a taxi via the Shell Gate.
 - (xv) Maintenance Call-ins. The Senior Operator will call tradesmen direct using a PC based information system. This system will have out of hours contact numbers for easy use. Single point contractor support numbers will be included.
 - (xvi) Feedstock Supply Liaison. The Senior Operator may from time to time be required to communicate with Basell feedstock suppliers to advise them of plant upsets. The

intention is to make the Senior Operator the main focal point for out of hour's activities in this area.

- (xvii) Environmental Response. The Senior Operator would be required during flaring incidents of a notifiable level (currently 15 tons per hour and a period of 5 minutes) to advise the EPA via the EPA Hot Line of the suspected reason for the incident. Guidelines are to be issued by the Company.
 - (xviii) QIR Investigation. The Senior Operator, where appropriate, may be nominated to investigate QIR's.
 - (xix) Radiation Source Leak Checks. The Senior Operator will carry out the testing schedule currently carried out by the Shell Shift Controller. It is the Company's intention for the Senior Operator to test the plant radiation sources at 6 weekly intervals. The procedure involves using a hand held radiation gauge monitor to test for radiation levels at a distance of approximately 5 cm from the gauge. The gauges are also visually checked to confirm that the gauge is not physically damaged. In total, 10 PPU gauges are involved. The readings and comments are logged and a copy is sent to the Site's Radiation Co-ordinator. The timing will be set up in the Operator's Diary (and will result in the exercise being carried out by each shift approximately twice per year.) In addition, to speed up knowledge acquisition, it is proposed that the shift Senior Operator will accompany the radiation contractor, on his 3 monthly inspections (in which he carries out wipe tests and radiation checks at larger distances) to re-enforce his knowledge. Training of approximately 0.5 days duration is anticipated every 2 years.
 - (xx) After Hours Parts/Deliveries. The Senior Operator may, on an infrequent basis, be required to assist contract tradesmen to access parts from the Basell spares system. An instruction for this activity would be produced by the Company. The Senior Operator may also be required to accept after-hours parts deliveries. It is not the Company's intention to vary the normal delivery times as a result of this agreement, and it will continue to do its best to ensure deliveries arrive during normal delivery times. Unfortunately, the Company cannot guarantee this, and on the occasions that goods arrive after hours, eg additives, the Company would request the shift team to unload the delivery vehicle, place the goods in the warehouse and leave the Goods Receipt docket for Basell's Contract & Procurement Supervisor. The Company does not expect the frequency of out of hours deliveries to increase beyond the current level, and, unless the plant shutdown is imminent, the Company would not expect it be necessary for additives to arrive or be unloaded late in the evening or during night shift.
 - (xxi) After Hours Product Release. The Senior Operator in an after hours situation will carry out an averaging of the batch card results and provided it's within the Company guidelines release the batch for bulk loading. A signed batch card is to be faxed to the transport contractor for further processing. If the batch is outside the guidelines then the product will be marked as "ZZ Hold" and faxed to the transport contractor who will hold the product at their premises.
 - (xxii) In the event of a dispute arising during the operation of a shift, the settlement of disputes procedures set out in clause 2.1 of this award shall be followed.
- (c) Relief Senior Operator
- (i) Act as the Senior Operator, in the absence of the Company designated Senior Operator on a given shift
 - (ii) Carries all duties and responsibilities of the Senior Operator while acting as the Senior Operator on shift

- (iii) When not acting as the Senior Operator, the Relief Senior Operator can be asked by the Senior Operator to perform either Panel or Operator function.
 - (iv) While performing Panel or Operator duties, the Relief Senior Operator is governed by the same duties and responsibilities of the Panel or Operator jobs.
- (d) Panel
- (i) Monitor and maintain safe and efficient operation of the Site through observation and analysis of computerised control system.
 - (ii) Requires a thorough understanding of the entire Site operations.
 - (iii) Communication hub for the Team:
 - (A) Remain contactable with all people in plant by phone or 2-way radio;
 - (B) Ensure panel is staffed at all times;
 - (C) Integrate information from others and pass observations onto Senior Operator;
 - (D) Answer and respond to outside calls;
 - (E) Be aware of movement of maintenance crews, drivers etc (non-staff) entering plant;
 - (F) Maintain surveillance of Site throughout shift.
 - (iv) Quality product focal point (increased responsibility for product quality control):
 - (A) Evaluate recent product quality history on advanced process control system;
 - (B) Analyse lab results, feedback from Operators and information from the control system (panel) to ensure production statistics are within appropriate ranges;
 - (C) Determine adjustments required processing parameters and taking appropriate action. At the discretion of the panel operator, there may be consultations with shift Operators and/or operation/technical staff personnel during office hours, or duty manager during off hours, prior to making a final decision for a given process move;
 - (D) Analyse actions of computer control system;
 - (E) Ensure end product is first grade.
 - (v) Process integrity and efficiency:
 - (A) Monitor operations via the Integrated Control System;
 - (B) Vigilantly monitor process conditions, ensuring correct parameters are set in the system;
 - (C) Co-ordinate distribution of product;
 - (D) Identify and analyse equipment and process problems from the Control Panel feedback;

- (E) Make recommendations for process improvement.
- (vi) Safety:
 - (A) Identify and act to prevent potential hazards and dangerous conditions;
 - (B) Assess risk situations and escalate emergency status. Take responsibility to shutdown down plant, if supervision un-contactable;
 - (C) Respond to plant alarms (eg safety shower alarm, fire alarm, gas detector alarm);
 - (D) Keep track of location and activities of people on-site in case of emergency;
 - (E) Consult and inform Senior Operator of emergency situations;
 - (F) Provide information and direction to Outside Operators as required in emergency situation.
- (e) Operator
 - (i) Is responsible to manage the operation of the plant area for which they are responsible to ensure that a safe and work environment is maintained, employee occupational health and safety is secured and there is minimal environmental impact.
 - (ii) Is responsible to the Senior Operator on the Site for all aspects of the operation of the plant to which the Operator is assigned. Carries out the instructions of Senior Operator.
 - (iii) Liases closely with Panel Operators on all aspects of the control of the process/plant as required.
 - (iv) Performs process monitoring and process stream sampling as required.
 - (v) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the Site.
 - (vi) Is aware of the requirement to operate to maximise yields within the constraints of product specification,
 - (vii) Participates in and trains other Operators and trainees, commensurate with knowledge, ability and experience.
 - (viii) Plan and prepare for maintenance activities so that they can be carried out in a manner that recognises and protects against all potential hazards.
 - (ix) Monitor and manage plant-operating conditions in order to minimise upset(s) with product quality and plant safety. Additional responsibilities (specific to Operator level)

Operating position 3

Area 3 - Process Knowledge (eg Treaters) including understanding of panel aspects plus advanced control knowledge and quality testing requirements.

Operating position 2

Area 2 - Process Knowledge (eg Reactor) including understanding of panel aspects, quality testing requirements and basic instrument/electrical knowledge

including control system types, process element information, static electricity, distribution system details, motor drive types and substation procedures.

Operating position 1

Area 1 - process knowledge (eg Extruder) including understanding of panel aspects of area, quality testing requirements plus basic mechanical including rotating and static equipment information types, lubrication, gasketing, bolting and piping class information.

Trainee

Introduction to process knowledge (bunker, blower, compressor and spinner operation, transfer paths, line ups, and truck loading), fork lift truck driving, raw materials knowledge, product sampling and basic quality testing, emergency procedures, site safety systems, basic fire training and basic SAP knowledge.

3.4 Basell Operator Job Training

3.4.1 Aim

To provide an operator with training in the skills and knowledge necessary to safely, competently and efficiently operate a section of the plant with ruffle to no assistance or supervision.

3.4.2 Scope

The operator job training will consist of a combination of theory and practical skills. The theoretical training will be conducted in a classroom environment and will consist of a number of modules on general topics, eg distillation, H₂S safety, etc. In some cases modules will be prepared that relate to a particular job due to the uniqueness of the unit involved. For each job in the Site it will be necessary to complete the relevant modules as part of the training for that job.

The practical job training will be partially structured in that the operator will be required to complete a number of tasks under supervision. Many of the tasks associated with a particular job will be discussed in the classroom and subsequently developed "on the job" by peer training.

Ideally the trainee would begin his training immediately following a 10-day break. Instead of reporting to work for Monday night shift, as would normally be the case, the operator would commence training with the Operator Training Co-Ordinator on a one to one basis on Monday day shift. However there will be occasions when it will not be possible for the trainee to be available at the commencement of the night shift. To such cases alternative arrangements will be made in consultation with the Operator Training Co-Ordinator. All module training will be conducted on day shift so that the full use of training resources can be made.

The practical training will be conducted on shift following the classroom training and be supervised by an operator on shift with guidance from the shift Senior Operator. The operator conducting the training on shift must have passed out in the position for which the training is being conducted. The period of classroom & peer training will be determined by the scope of the job being learnt and the experience of the trainee. In most cases it will be 3 shifts (3 x 7) though this may be extended dependent on individual requirements. It is important that during the 3 x 7 that continuity of training be maintained therefore, every endeavour should be made to ensure that the training is carried out by one Operator. A further period of up to the ten shifts (10 x 7), where the Operator will carry out the duties of the job under the supervision of the Senior Operator only. During this period the operator will be progressively assessed in all tasks and skills related to the position. The latter period is discretionary and is dependent on the experience, ability & confidence of the operator.

3.4.3 Process

- (a) The shift Senior Operator should, with input from the Operator Training Co-Ordinator/Production Manager as appropriate, nominate an operator/s for training. The Senior Operator should prepare a 12 month training plan, discuss the shift training plan with the Production Manager with input from the operator trainer and agree its implementation and prospective trainees should be made aware of future training plans relating to themselves.
- (b) The Senior Operator in consultation with the Operator Training Co-Ordinator will arrange for suitable time for the training to commence. The Operator Training Co-Ordinator should be given as much advance notice of an individual shift's training needs as practical.
- (c) The trainee commences training with the Operator Training Co-Ordinator, completing general and specific training modules according to job requirements. If an operator has previously completed a module as part of their training for a different job then there will be no need to repeat the module a second time unless the operator or the trainer feels there is need for a refresher course. Typically theoretical/module training will take 2-4 days. A trainee at the completion of classroom training may elect to continue day shift instead of reverting to night shift for the remaining period (i.e. to the end of the 7-day shift). If the trainee elects to continue on day shift in the absence of the Operator Training Co-Ordinator then the time must be spent carrying out training projects set by the Operator Training Co-Ordinator or in peer training with the operator on shift. If the latter option is taken then the on shift Senior Operator must be informed.
- (d) The Trainee will return to shift and commence peer training. For information relating to Job Knowledge Assessment, see section 3.4.9 of this document.

3.4.4 Organisation

The Operator Training Co-Ordinator is responsible for theoretical job training and training administration with the assistance of the Production Manager. The Operator Training Co-Ordinator will issue trainees with Task & Skills books with updates relevant to each new job learnt.

3.4.5 Operator Training Days

Aim: To improve the quality of training. Provide a training system that will have sufficient scope to provide:

- (a) Flexibility to allow choice of training aimed at individual needs.
- (b) Greater relevance to the on the job requirements.
- (c) Personal development skills training.
- (d) Improved attitude towards training.
- (e) Assist in the long-term development of an operator career path.

3.4.6 Administration

32 hours of training each year will be divided into modules, each module will be 2 hours minimum duration.

At the commencement of each calendar year an operator is debited with 32 training hours.

Progressively through the year an operator attends training sessions (see details below) and is credited with training hours completed. Training sessions or modules may be 2 hours, 4 hours, 8 hours, 2 days etc.

If any operator has utilised all his training hours in any given calendar year before the year has ended and further training of that operator is required, spare manning capacity or overtime will be used to complete the training. At the commencement of any given calendar year all training carried out must use available training points.

Operators are expected to undertake and complete 32 hours training each year, as training is fundamental to maintaining existing and obtaining new skills applicable to their job. However if at the end of the final day of the calendar year an operator has training points remaining (in debit), the appropriate hours will be docked from his following pay.

3.4.7 Types of Training

(a) Priority

These training modules will be specified by the Company and will for the most part be formal, eg Safety, Environmental, etc. Time/venue of each module will be posted a minimum of 6 months in advance.

(b) Priority

The modules will be mainly plant specific and generally be part formal and part on the job or all on the job. This training will primarily relate to the commissioning of new equipment and all operators whose plants are involved will be expected to undertake this training, as much notice will be given when nominating training times, but actual dates will be largely effected by the availability of new equipment.

(c) Priority

There are a considerable number of different types of training that fall into this category and can be considered as elective courses. This means that an operator may select which course he wished to attend, though as operator progress through various plant units, attendance of specific courses may be recommended by the Operator Training Co-Ordinator, Senior Operator, or Supervisor.

(i) Personal development course, eg Leadership skills, management, etc. Generally course participants will be nominated by the Production Manager after discussion with the individual concerned.

(ii) Work related task/skills development training, eg First Aid tickets, Boiler and steam ticket training, SETCON training, SALE fire training, lubrication and steam trap courses, Siebe Gorman training. The organisation of this training will be carried out by different people, First- Aid tickets by the Training Department, SETCON training by the Operator Training Co-Ordinator, etc. Course time/venue will be posted as far in advance as practicable, in some cases there will be a minimum number requirement to run the course. Alternate course dates will be made available.

(d) Priority

Review training on plant. This type of training can either be formal or on the job and is aimed at operators wishing to refresh themselves in specific areas of their plant which for some reason they have lost touch, eg returning to a panel position from an extended period outside when considerable control changes have taken place. This type of training will be

carried out under the guidance of the Operator Training Co-Ordinator, Senior Operator and agreement of the Production Manager.

In a given calendar it is expected that 8 hours will be set aside for (A) Priority training, 16-20 hours for (B) and (C) priority training and 4-8 hours for (D) priority training.

3.4.8 Time For Training

When the training is carried out will be dependent on what type of training is being done. Training modules of 2 and 4 hours would be set for either before the commencement of an afternoon shift or following a day shift, eg SETCON training.

Training modules of one-day duration would be set for the Friday following day shift, eg S.T.O.P. programme. Training modules of 2 days or more will be carried out during a rostered break, eg First Aid ticket.

Hours of work on training days: 0700- 1500 hrs (lunch 1145 - 1230 hrs) unless agreed otherwise with participants.

3.4.9 Assessment of an Operator

- (a) Operatives shall continue to be trained in accordance with the tasks and skills booklets. When trained they shall be examined initially by Senior Operator and Day Training coordinator on their respective shifts with a final check by a third party, eg Operation Manager.
- (b) As a general guideline Operators shall be required to perform satisfactorily in the job for 10 x 7 day shifts. During this period they shall undertake a written and/or verbal assessment on the theoretical and practical aspects of the job.

Depending on the ability of an Operator, and the job being learnt, the 10 x 7 Day assessment period may be varied to meet these circumstances.

3.5 Category Structure

3.5.1 The following table summarises the Category Structure at Basell Clyde Site:

3.5.2 Operator Progression

Level	Title
Trainee	Trainee Position
1	Operating Position 1
2	Operating Position 2
3	Operating Position 3
4	Panel
5	Relief Senior Operator
6	Senior Operator

An Operator shall be eligible for appointment to the next designated position on the plant to which the employee is assigned:

- (a) When the Operator has demonstrated to the satisfaction of the Company that the employee has the ability, knowledge, skills and qualifications and is willing to perform all Operator jobs on the assigned Site or section of Site.
- (b) When the Operator has obtained the knowledge, skills and qualifications necessary to perform the next designated position.

- (c) When the Operator is willing, commensurate with ability, to obtain the knowledge, skills and qualifications necessary to be eligible for appointment to all higher category positions.

3.6 Auxiliary Fire/Emergency Response/First Aid Policy

Operator responsibilities associated with first aid, auxiliary fire and emergency response activities as agreed between the parties are fully comprehended in the wage rates provided in clause 4.1 of the Award. Operators will therefore be required to maintain current first aid qualifications. Basell Operators will form part of the combined Basell - Shell Auxiliary Fire Crew. The following provisions apply to the various operating positions.

3.6.1 Senior Operator

- (a) Designated Senior Operators not acting in a Senior Operator or panel position are required to respond to fire and other emergency situations on other plants.
- (b) Senior Operators should attend 6 fire training days per annum.
- (c) Senior Operators are entitled to attend Sale fire training once every 4 years (or alternative venue if appropriate).

3.6.2 Relief Senior Operator

- (a) Designated Relief Senior Operators not acting as an Operator or Panel position are required to respond to fire and other emergency situations on other plants.
- (b) Relief Senior Operators should attend 6 fire training days per annum.
- (c) Relief Senior Operators are entitled to attend Sale fire training once every 4 years (or alternative venue if appropriate).

3.6.3 Panel Operators

- (a) Panel Operators not acting in a Panel Operator position are required to respond to fire and other emergency situations on other plants.
- (b) Panel Operators should attend 6 fire training days per annum.
- (c) Panel Operators are entitled to attend Sale Fire training once every 4 years (or alternative venue if appropriate).

3.6.4 Operators

- (a) The auxiliary fire crew will be drawn from outside operating positions.
- (b) The auxiliary fire crew will be trained in gate and pipeline emergency response. 2 auxiliary fire crew members from the combined Basell/Shell shift will be nominated from each shift to cover the gate and pipeline emergency response on a rotating basis.
- (c) All members of the auxiliary fire crew will receive training in fire fighting, gate and pipeline emergency response.
- (d) Outside Operators will be entitled to attend Sale fire training once every 2 years (or alternative venue if appropriate).
- (e) New recruits will only be eligible for appointment to the auxiliary fire crew after 12 months service. However, they will be entitled to attend all fire training days during the same period.

- (f) If members of the auxiliary fire crew leave the Refinery to respond to an external emergency, Operators should be called into cover the shortfall.

3.6.5 Basell/Refinery Fire Training

For reasons of practicality, it is intended that a roster be developed for Basell/Refinery fire training in order that attendance be averaged over a full year.

3.6.6 Transition

All Operators currently attending Basell/Refinery fire training will continue to do so at the same frequency.

3.6.7 Fire Fighting Training

The Basell fire fighting strategy is currently being re-designed in order to be in an even better position to continuously fulfil our corporate and community obligations, while providing the Basell Shift Operators with greater sense of confidence when confronted to a Site emergency.

Therefore, Basell will make arrangements to get all of the Operators who wish to attend a professionally structured and delivered Fire Commander and or fire fighting course. This course will take place offsite at a location to be confirmed. Because of the large number of employees involved in this specialised training, the training cycle will be spread over a mutually agreed schedule between Basell and the Fire training service provider. This final detailed schedule will be made in consultation with the Shift Operators, Basell Management and Fire training provider. Basell will continue to provide a periodic refresher-training schedule, in order to keep these essential skills at the right level.

This course will be designed to provide all of the Basell Operators with the necessary and important skills to better manager the upmost important initial minutes following the outbreak of a Site emergency.

In addition, all of the Basell Operators will participate in a minimum of 4 weekly onsite Fire training sessions per year (minimum of 20 hours per year).

PART 4 - SALARY & RELATED MATTERS

4.1 Salary (Wages)

Any adult employee of a classification as set out in Table 1 - Wage Rates shall be paid per month the wage assigned to that classification.

The rates of pay recognise the total scope of work required to be performed by Operators under this award (including first aids, emergency response and fire control activities).

As at 1st April 2005	Base (\$/a)	Shift (\$/a)	Pub Hol (\$/a)	Total (\$/a)
	\$	\$	\$	\$
Trainee	34,494.23	11,990.20	2,449.09	48,933.52
Level 1	48,939.18	17,011.26	3,474.68	69,425.12
Level 2	51,126.59	17,771.60	3,629.99	72,528.18
Level 3	53,455.14	18,581.01	3,795.32	75,831.47
Panel	58,950.24	20,491.10	4,185.47	83,626.82
Relief Snr Operator	61,529.78	21,387.75	4,368.61	87,286.15
Snr Operator	65,878.62	22,899.41	4,677.38	93,455.41

As at 1st April 2006	Base (\$/a)	Shift (\$/a)	Pub Hol (\$/a)	Total (\$/a)
	\$	\$	\$	\$
Trainee	35,942.99	12,493.78	2,551.95	50,988.73
Level 1	50,994.62	17,725.73	3,620.62	72,340.97
Level 2	53,273.91	18,518.01	3,782.45	75,574.36
Level 3	55,700.26	19,361.41	3,954.72	79,016.39
Panel	61,426.15	21,351.73	4,361.26	87,139.14
Relief Snr Operator	64,114.03	22,286.04	4,552.10	90,952.16
Snr Operator	68,645.52	23,861.18	4,873.83	97,380.53

As at 1st April 2007	Base (\$/a)	Shift (\$/a)	Pub Hol (\$/a)	Total (\$/a)
	\$	\$	\$	\$
Trainee	37,380.71	12,993.53	2,654.03	53,028.28
Level 1	53,034.41	18,434.76	3,765.44	75,234.61
Level 2	55,404.86	19,258.73	3,933.75	78,597.34
Level 3	57,928.27	20,135.87	4,112.91	82,177.04
Panel	63,883.20	22,205.80	4,535.71	90,624.71
Relief Snr Operator	66,678.59	23,177.48	4,734.18	94,590.25
Snr Operator	71,391.34	24,815.63	5,068.79	101,275.75

Table 3 Allowances

In addition to the wage rates set out above, the following allowances shall be payable as prescribed in this award:

Period	Meal Allowance	Phone Call in Allowance
1st April 2005	\$11.30	\$10.19
1st April 2006	\$11.77	\$10.62
1st April 2007	\$12.25	\$11.05

Note 1: Where site meal facilities are unlikely to be available, the company will pay an additional \$4.50, that has to be claimed via Company expense report.

4.2 Payment of Wages

- 4.2.1 Wages and allowances shall be paid monthly by electronic funds transfer into a bank account nominated by the employee. In the event of a failure in the banking system causing late lodgement of payment to an employee's financial institution account payment will be effected by cash, cheque or electronic funds transfer in accordance with arrangements made locally.
- 4.2.2 Upon termination of employment, wages due to an employee shall be paid to the employee on the day of such termination or forwarded to the employee by post on the next working day.
- 4.2.3 It shall be a full discharge of the obligations and rights accruing from week to week under clause 5.2, Shift Work, to average over a full shift cycle the payments accruing from shift work to a shift worker. This provision shall apply even if a shift worker fails for any reason to work a full shift cycle.
- 4.2.4 Historical Transition Arrangements

The following transition arrangements were effective until 31 March 2001. They are retained in the Award as a point of reference in identifying and understanding the background to the position of particular Operators in the Award classification structure.

The 1999 Award structure envisages a situation where all outside Operators, when they reach the top outside operating position, will have acquired and passed out progressively on panel skills. Currently, we have a number of outside Operators who are at various stages in completing all of the outside operating positions.

They can be broken into 4 groups:

- (a) A group who were employed before 1995, who are progressing through or have completed their outside Operator training but have yet to commence their Panel Component training. In 1995 the Operators in this group committed to completing their being paid at level 7.

Training in 3 years and they have been paid at the Panel Component level (Level 7) since 1995.

- (b) A group who have been recruited after 1995 who are progressing through their outside training. They are being paid at the top outside Operator level, Level 5.
- (c) A group, who by virtue of their previous operating levels acquired on PPU 1 have been "red-circled". The levels being paid by this group range from Level 7 to Level 9. This group has made no previous commitment to learn Panel Component skills.
- (d) A group who, in 1995, made a commitment to complete their panel component training, have done so and are awaiting the opportunity to commence Panel training. They are Under the transition arrangements to the new Category structure, the following arrangements will apply:

Operator Group	1995 Award Levels	Panel Component Training	1999 Award Levels	Requirements
1	7	Commitment given in 1995	3	Panel Familiarisation training to be undertaken across all units as the training is developed
2	5		3	Panel Familiarisation training to be Undertaken across all units as the training is developed. Unit Tasks and Skills assessment will include any panel modules developed for those units at the time of assessment.
3	7-9	"Red Circled" from PPU1	3	Panel navigational skills and familiarisation of Yokagowa screens relevant to the outside jobs to be Undertaken across all Units as the training is developed.
4	7	Completed - awaiting panel training	Interim level above Level 3	Interim pay rate (\$811.30 per week) until progression to panel level.

4.3 Overtime

4.3.1 Day Workers

For all work performed on weekdays outside ordinary hours 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. Except as provided in this subclause or subclause (4.3.4) of this clause, in computing overtime each day's work shall stand-alone.

4.3.2 Call Back - Monday to Friday Inclusive

An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of 4 hours work at the appropriate rate for each time the employee is so recalled provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job the employee was recalled to perform is completed within a shorter period; provided further that in determining the appropriate rate to be paid for any subsequent recall only the time actually worked in earlier recall(s) shall be taken into consideration; provided further that in the event of cancellation or postponement of such recall when an employee reports to the place of duty the employee shall be paid the above minimum of 4 hours for each time the employee is so recalled even if the employee is not required to work.

An employee who, not having been notified before leaving the employer's business premises, is called back to start work at a time less than 4 hours before the commencing time of the employee's ordinary hours of work and continues working into the ordinary hours of work shall be paid from the time of commencing work at the rate of time and a half for the first 2 hours worked and double time for the next one hour worked, in lieu of the ordinary-time rate occurring during his/her period. Thereafter the employee will revert to the ordinary-time rate.

An employee who is contacted at home and responds to a call in to work involving an additional trip to and from the work place shall be paid one hour at the ordinary time rate of pay for travelling time irrespective of the distance travelled.

This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or, except as provided in the second paragraph hereof, where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

4.3.3 Standing-By

Employees required to hold themselves in readiness, either at home, place of work or elsewhere, to work before or after ordinary hours or on a Saturday which is not an ordinary working day or on a Sunday or a holiday shall until released be paid standing-by time at the ordinary rate of wages for the time from which the employee is told to hold themselves in readiness.

4.3.4 Rest Period after Overtime

When overtime work is necessary it shall, wherever reasonable practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days or shifts.

4.3.5 An employee who works so much overtime

- (a) between the termination of the employee's ordinary work on any day the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty; or
- (b) on Saturdays, Sundays and holidays, not being ordinary working days, without having had ten consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the next ordinary day shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay of ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double time rates until being released from duty for such period and the employee then shall be entitled to a be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Overtime worked in the circumstances specified in subclause (4.3.2) of this clause shall not be

regarded as overtime for the purpose of this subclause where the actual time worked is less than 3 hours on such recall or on each of such recalls.

4.3.6 Crib Time

An employee working over time shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours' overtime worked if the employee continues work after such crib time; provided that the employer shall not be required to make payment in respect of any time allowed in excess of 20 minutes.

Unless the period of overtime is less than 1 hour an employee before starting overtime after ordinary working hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates; provided that if the overtime is scheduled for not more than 2 hours the employer may in lieu of allowing the prescribed break pay for the same at ordinary rates.

4.3.7 Meal Allowance

- (a) An employee required to work overtime shall be paid a meal allowance in the following circumstances:
- (i) Where work extends beyond one and a half hours after an employee's usual finishing time.
 - (ii) Notwithstanding subclause (i) (a) hereof, after each 4 hours' overtime worked continuously, an employee shall be entitled to a subsequent meal allowance in respect of the first 4 hours and also in respect of each subsequent 4 hours overtime worked, provided that the employee continues working after the qualifying period.
 - (iii) A day worker, or a shift worker on other than 7-day shifts, required to work on a Saturday or Sunday (not being a day on which the employee is ordinarily required to work) shall, after the first 4 hours of overtime worked (provided the employee is required to work beyond the said 4 hour period), be paid a meal allowance.
- (b) An employee who on other than the employee's normal shift is called upon to work on a Saturday, Sunday or holiday shall be paid either:
- (i) Where the work continues for more than 9 hours a meal allowance and after the next 4 hours of continuous work in excess of 8 hours on any such day, a further meal allowance and after each additional 4 hours continuous work thereafter a subsequent meal allowance, provided the employee continues working after each such qualifying period; or
 - (ii) Where the work is extended unexpectedly beyond the time where the employee would ordinarily be expected to partake of a meal on any such day, a meal allowance for the first such meal and for any subsequent meal.
- (c) An employee being a 7-day shift worker required to work overtime in circumstances where the overtime is not worked continuously with a normal shift shall be paid a meal allowance where work continues for 4 hours and the employee continues working after such qualifying period.
- (d) A meal allowance shall be paid to any employee who, not having received at least 24 hours notice, is called in on any day earlier than 1 hour before the time when (notwithstanding that in the case of a day worker such time is outside the spread of ordinary hours specified in Clause 9, Hours of Work, or in the case of a shift worker such time is earlier than the commencement of the shift worker's ordinary shift hours), the employee would have commenced work on that day had the employee not been so called in, and who thereby misses a meal which otherwise would have been partaken of at home.

- (e) 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 the employee shall be paid as prescribed herein for meals which the employee has provided but which are surplus.
- (f) The monetary value of the meal allowances provided for in this clause are set out in Clause 4.1 Table 3 of this award.

4.3.8 Overtime Shift workers

For all time worked in excess of or outside the ordinary working hours prescribed by this award shall:

- (a) if employed on 7-day shift work be paid at the rate of double time; provided that no 7-day continuous shift worker shall be paid for overtime worked at any time at a lesser rate than is payable to an employee performing their normal shift at such time; or
- (b) if employed on 5-day continuous shift work (3 shifts per day, 5 days per week) be paid at the rate of double time; or
- (c) 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; except in each case when the time is worked:
 - (i) by arrangement between the employees themselves; or
 - (ii) for the purpose of effecting the customary rotation of shifts (see current understandings); or Clause 5.3;
 - (iii) 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 subclause 3.1.2 of Clause 3.1, Contract of Employment;
- (d) in computing overtime under this subclause each day's work shall stand alone.

4.3.8.1 Meal Interval

20 minutes shall be allowed to all shift workers each shift for a meal which shall be counted as time worked. An employee shall not be required to work for more than 5 hours without a break for a meal.

4.3.8.2 Calculation of Working Times

The hours of work shall commence and finish at the plant or facilities where work is to be performed.

4.3.8.3 Call Back

A 7 day shift employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid a minimum of 4 hours work at double time for each time the employee is so recalled. An employee who is contacted at home and responds to a call-in to work involving the employee in an additional trip to and from the workplace shall be paid one hour at the employee's ordinary time rate of pay for travelling time irrespective of the distance travelled. This subclause shall not apply in cases where the overtime is continuous (subject to a meal time) with the completion or commencement of ordinary shift time.

4.3.8.4 Cancellation of Overtime: Shift Workers

- (a) If notice cancelling a previous instruction to work overtime is given to an employee before the employee leaves the workplace, a penalty payment shall not be payable.
- (b) If notice cancelling the instruction is sent or telephoned to the employee's registered address before the employee would normally have left to commence work, the employee shall be paid a minimum of:
 - (i) two hours at the employee's ordinary-time rate in the case of overtime scheduled for a day on which the employee is rostered to work an ordinary shift; and
 - (ii) 4 hours at the employee's ordinary-time rate in the case of overtime scheduled on a day on which an employee is not rostered to work an ordinary shift.

Provided that an additional penalty shall not be payable if the employee is not at the registered address when notice of cancellation is delivered or telephoned and the employee subsequently reports for work.

- (c) If notice of cancellation provided in subclause (b) hereof is not delivered or telephoned to the employee's registered address at least one hour before the employee would normally leave to commence work and the employee would normally be expected to partake of a meal at the workplace during the period of overtime now cancelled, he/she shall be entitled to a meal allowance as set out in Clause 4.1 - Allowances.
- (d) For the purpose of this clause registered address shall mean the address recorded by the employer.

4.3.9 Telephone Call-In

An employee who on any day of the week responds to a telephone call made to the employee at home requiring the employee to report to work earlier than the employee's next scheduled starting time shall receive payment as set out in Clause 4.1 Table 3 of this award.

4.4 Mixed Functions

An employee engaged on any shift, on work carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the whole of the employee's ordinary working hours on that day or shift.

4.5 Transport Of Employees

When an employee, after having worked overtime, or a shift for which the employee has not been rostered, finishes work at a time when the employee's normal means of transport or reasonable means of public transport are not available, the Company shall provide the employee with transport to the employee's home and return, or pay the employee at the employee's ordinary-time rates for the time reasonably occupied in reaching his/her home.

4.6 Shift Workers On Day Duties - Roster, Hours & Entitlements

Continuous shift workers who from time to time may be temporarily assigned to Day Shift worker duties shall only be rostered to work an 8 (8) hour day shift on a 9 day fortnight basis. Meal breaks, shift penalties and other entitlements shall be in accordance with those of continuous shift workers and shall be counted as time worked.

4.7 Saturday Work - Day Workers

- (a) For all work performed on a Saturday, the rates of pay shall be time and a half for the first 2 hours and double time thereafter.
- (b) An employee required to report for work on a Saturday shall be paid for at least 4 hours at the appropriate rate for the first attendance and at least one hour at double time for each subsequent attendance.
- (c) An employee required to work on a Saturday shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours worked if the employee continues work after such crib time; provided at the first prescribed crib time, if occurring between 10.00 am and 1.00 pm, shall be paid at the ordinary-time rate. The employer and an employee may agree to any variations 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.

4.8 Sunday and Holiday Work - Day Workers

- (a) For all work performed on a Sunday the rates of pay shall be double time, such double time to continue until the employee is relieved from duty.
- (b) For all work performed on a public holiday prescribed in Clause 6.8 and 6.9 Public Holidays - the rates of pay shall be triple time, such triple time to continue until the employee is relieved from duty.
- (c) An employee, required to report for work on a Sunday or public holiday, shall be paid for at least 4 hours at the prescribed rate.

PART 5 - HOURS OF WORK

5.1 Standard Hours

The ordinary hours of work for both day and shift workers will be an average of 35 hrs per week worked in accordance with the Standard Hours (Oil Companies) Award. For a day worker, the ordinary hours will be worked between Monday and Friday inclusive from 7.00 am-5.30 pm continuously, except for meal breaks of not less than 30 minutes between 11.30 am-1.30 pm. Provided that where the employer desires to vary or change the starting and/or finishing time of an employee or employees, the employer shall give 48 hours' notice of such variation or change to the employee or employees concerned and in the case of a group of employees shall display a notice of the intended change.

5.2 Shift Work

5.2.1 Hours - 7-day Shifts

An average of 35 hours per week shall be worked over the complete shift cycle. The ordinary hours of such shift workers shall not exceed 8 in any day. Subject to the following conditions such Shift Workers shall work at such times as the employer may require:

- (a) A shift shall consist of not more than 8 hours, inclusive of crib time;
- (b) Except in the circumstances specified in subparagraph 5.2.1, 5.2.2 and 5.2.3 of paragraph C, of subclause 4.3.8 of this clause, an employee shall not be required to work more than one shift in each 24 hours. Such shifts shall include crib times as set out in subclause 4.3.8.1 of this clause.

5.2.2 Hours - Other than 7-Day Shifts

The ordinary hours of all other shift workers shall not exceed 35 hours in any week worked in 5 shifts between 10.00 pm Sunday and 7.00 am, Saturday inclusive. Such shifts shall include crib times as set out in subclause 4.3.8.1 of this clause.

5.2.3 Transfer to Existing Shift Rosters

Until the expiration of 48 hours' notice of the specified shift on which the employee is to work, an employee shall, for all time worked on that specified shift:

- (a) if, immediately previously employed on 7-day shift work or 5-day continuous shift work, be paid at the rate of double time;
- (b) if, immediately previously employed on other shift work or day work, be paid at the rate of time and a half for the first 2 hours and double time thereafter.

5.2.4 Variation of Method of Working Shifts

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 or in the absence of agreement by 48 hours notice of variation given by the employer. The time of commencing and finishing of 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 48 hours notice of alteration given by the employer to the employees.

5.2.5 Afternoon or night shift Allowance

(a) Definitions

"Day Shift" means any shift finishing after 8.00 am and at or before 6.00 pm, where such shift forms part of a rotating or alternating shift work pattern.

"Afternoon shift" means any shift finishing after 6.00 pm and at or before midnight.

"Night shift" means any shift finishing subsequent to midnight and at or before 8.00 am.

"Permanently working" means an employee shall be deemed to be and to have been "permanently working" an afternoon or night shift or combination of afternoon and night shifts if:

- (i) the employee works on an afternoon or night shift or combination of such shifts without rotating or alternating with another shift or with day work, so as to give the employee at least one-third of the employee's working time off that afternoon shift or night shift or combination of such shifts in each shift cycle; or
- (ii) the employee remains on an afternoon or night shift only or a combination of afternoon and night shifts, for a longer period than 4 consecutive weeks; or
- (iii) the employee is specifically engaged to work on an afternoon or night shift only or on a combination of afternoon and night shifts only.

- (b) For the ordinary hours of shift, shift workers shall be paid the following extra percentages of the rate prescribed for their respective classifications:

	Shift	Percentage
(i)	Day shift, Monday to Sunday inclusive, other than day work as prescribed in clause 7, 'Hours of work'	10
(ii)	Afternoon or night shift Monday to Sunday inclusive, other than shifts referred to hereunder	15
(iii)	Permanently working afternoon shift	20
(iv)	Permanently working night shift	25
(v)	Permanently working alternate night and afternoon shifts: (A) When on afternoon shift (B) When on night shift	20 - 25
(vi)	Afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights	50

5.2.6 Saturday Work- 7-day Shifts

The minimum rate to be paid to a 7-day shift worker for work performed on a shift, the major portion of which falls between midnight on Friday and midnight on Saturday, shall be time and a half.

5.2.7 Saturday Work - Other than 7-day Shifts and 5-day Continuous Shifts

For all work done on a Saturday the rates of pay shall be time and a half for the first 2 hours and double time thereafter; provided that a shift worker (other than a 7-day shift worker) required to report for work on a Saturday shall be paid a minimum of at least 4 hours at the appropriate rate for their first attendance and at least provided further that the aforementioned minimum shall not apply in respect to overtime worked continuously with a shift the ordinary hours of which extend into Saturday as provided in subclause (5.2.2) of this clause.

5.2.8 Sunday Work - 7-day Shifts

The minimum rate to be paid to a 7-day shift worker for work performed on a shift the major portion of which falls between midnight on Saturday and midnight on Sunday shall be double time.

5.2.9 Sunday Work - Other than 7-day Shifts

- (a) For all work done on a Sunday by a shift worker, other than a 7-day shift worker, the rate of pay shall be double time.
- (b) Provided that this subclause shall not apply to any shift the ordinary hours of which commence on or after 10.00 pm on Sunday as provided in subclause (5.2.2) of this clause.

5.2.10 Extra Rates not Cumulative

The extra rates provided in subclauses 5.2.7 and 5.2.9 of this clause shall be in substitution for and not cumulative upon the shift allowance prescribed in subclause 5.2.5 of this clause.

5.3 Current Understandings

5.3.1 Plant Staffing

Plant staffing for the duration of the award will be 35, made up of: 5 shifts of 6 personnel (covering 5 shift positions) 2 spare shift personnel for LSL, training relief, etc. 3 day work positions

5.3.2 Shift Changes

The responsibility of an operative is to remain on the job until relieved (or alternative arrangements are made by his supervisor).

5.3.3 Safety Cover

The present understanding as to the provision of safety cover in accordance with subclause 3.1.4 of Clause 3.1, Contract of Employment, and the right of the Company to determine these requirements is reaffirmed in the following terms:

The Company has the sole right in all circumstances (including those involving plant shutdowns) to determine the action necessary and the method of operation to ensure the safety of personnel and the protection of plant and product. In this regard the Company's requirements as to the work to be performed and the number and classification of personnel necessary will be covered.

5.4 Rest Periods for Shift Workers

5.4.1 The Union and the Company agree that appropriate rest periods should be taken between successive work periods.

5.4.2 Accordingly, the Company, its employees and their union will co-operate in establishing work arrangements which will provide for rest periods of at least 10 hours for shift workers. Without limiting the scope of such arrangements in continuous manufacturing processes, shift coverage on an overtime basis should be shared between the off-going shift and the on-coming shift. An exception to these arrangements would be those occasions when employees exchange shifts between themselves with Company approval.

5.4.3 Recognising the difficulties of establishing reasonable arrangements to meet unscheduled night shift relief requirements, awards may give recognition to the concept by prescribing that where shift employees are required to work unplanned overtime for more than 6 hours continuous with the end of afternoon shift they shall be allowed and shall take a 10-hour rest period without loss of pay for ordinary working time occurring during that period. Where coverage in a night shift situation can be pre-planned, endeavour will be made to share reasonably the overtime requirements as under 5.4.2 above.

PART 6 - LEAVE

6.1 Annual Leave

6.1.1 See Annual Holidays Act 1944, as amended.

6.1.2 In addition to the leave hereinbefore prescribed, 7-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed 7 consecutive days leave including non-working days.

6.1.3 Where an employee with 12 months' service is engaged for part of the 12 month period as a 7day shift worker, the employee shall be entitled to have the period of leave prescribed in subclauses 6.1.1 and 6.1.5 of this clause increased by half a day for each month the employee is engaged continuously, as aforesaid.

6.1.4 Shift workers on continuous shift shall, during their absence or annual leave, be paid in accordance with their normal roster.

6.1.5 Notwithstanding anything elsewhere contained in this award, the payment to be made to an employee proceeding on a period of annual leave in accordance with this clause shall be not less than the equivalent of the sum of the ordinary-time rate of pay for the employee's classification as prescribed in Clause 4.1, Wages, for the period plus 22.5% of that amount; provided that pro rata

payments in lieu of leave on termination of employment shall be paid for only at the employee's ordinary-time rate of pay as above.

6.1.6 Local arrangements provide for 31 days annual leave per annum for 7-day continuous shift workers.

6.2 Sick Leave

6.2.1 An employee who is absent from work on account of personal illness or incapacity shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

- (a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to worker's compensation.
- (b) Where practicable the employee shall notify the nominated representative of the employer prior to the commencement of the employee's next period of work, and in any case the employee shall within 24 hours of the commencement of such absence inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
- (c) The employee shall prove on account of such illness or incapacity that the employee was unable to attend for duty on the day or days for which sick leave is claimed.
- (d) The employee shall not be entitled in respect of any year of service with the employer to leave in excess of 5 days in the first year of service and ten days and 10 half days in any subsequent year of service. Provided that sick leave shall accumulate from year to year so that any balance of the period specified herein which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of the year. Provided further that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 10 years but no longer from the end of the year in which it accrues.
- (e) An employee is not entitled to sick leave for more than 2 absences each of a single day in any one year of service without the production (if requested by the employer) of a certificate, from a qualified medical practitioner. Nothing in this subclause shall limit the employer's rights under paragraph (c) of subclause 6.2.1 thereof.

6.3 Long Service Leave

The provisions of the Long Service Leave (Oil Companies) Award 1985 are deemed to regulate long service leave for the purposes of this award, and in so far as that Award and the Long Service Leave Act 1955 are inconsistent, the Long Service Leave (Oil Companies) Award 1985 shall prevail.

6.3.1 Payments on Leaving the Company

Long Service Leave Entitlement shall be formally calculated on the basis of base pay plus shift allowance in redundancy, retirement and employment separation situations, but not otherwise on the forced termination of employment.

6.3.2 Taking of Leave

Accrued long service leave may be taken as soon as practicable after the accrual date, having regards to the needs of the Company, or at such times as agreed between the Company and the employee.

The leave shall be taken in one continuous period, or if the Company and employee agree, in not more than 3 separate blocks.

6.3.3 Granting Leave in Advance

In special circumstances, provided that an employee has completed at least 5 years' service, the Company may grant long service leave before it has accrued. No further leave entitlement will occur until the next accrued date. If the employee leaves the Company before the leave has accrued, the Company will deduct from final pay the value of any excess leave taken.

6.4 Bereavement Leave

6.4.1 An employee shall be entitled to up to 3 days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph 6.4.3 below.

6.4.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

6.4.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of subclause 6.6.1(c)(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

6.4.4 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.

6.4.5 Bereavement leave may be taken in conjunction with other leave available in Clause 6.6 Personal/Carers Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.

6.5 Parental Leave

An employee shall be entitled to Parental Leave as defined in Chapter 2 of Part 4 of the NSW Industrial Relations Act 1996, and granted as per Company Policy documented in the Personnel Policy Manual, which ever is greater.

6.6 Personal/Carer's Leave

6.6.1 Use of Sick Leave

(a) An employee with responsibilities in relation to a class of person set out in (6.6.1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 6.2 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The employee shall, if required establish clear by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

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

(ii) the person concerned being:

(A) a spouse of the employee; or

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

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

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

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

6.6.2 Unpaid Leave for Family Purposes

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 (6.6.1)(c)(ii) above who is ill.

6.6.3 Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944 (NSW) to take annual leave not exceeding 5 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (6.6.3)(a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

6.6.4 Time-off in Lieu of Payment for Overtime

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

- (c) If, having elected to take time as leave in accordance with paragraph (6.6.4)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with par (6.6.4)(a), the employee shall be paid overtime rates in accordance with the Award.

6.6.5 Make-up Time

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

6.6.6 Rostered-off

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

6.7 Jury Service

Subject to the production of satisfactory evidence, an employee required to be absent from work due to jury service will be reimbursed by the employer for any loss of wages to the extent of the difference between the amount the employee received for attendance on jury service and the ordinary-time rate of pay during such absence.

6.8 Public Holidays

- 6.8.1 Unless the employee is required to work by the employer, an employee shall be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, the Queen's Birthday, August Bank Holiday, 8-hour Day, Christmas Day, Boxing Day, and any other day proclaimed as a holiday throughout the State.
- 6.8.2 When Anzac Day falls on a Saturday or a Sunday, the following Monday or the day gazetted by State Government of New South Wales to be observed as the Anzac Day holiday shall be substituted for Anzac Day.
- 6.8.3 An employee called upon to work on any of the holidays above shall be notified the day before and, except as provided in subclause (6.8.6) hereof, shall in addition to the weekly wage, be paid double time for all time worked with a minimum payment as for 4 hours.

6.8.4 Holiday Work - 7-day Shifts

- (a) The minimum rate to be paid to a 7-day shift worker for work performed on a shift the major portion of which falls on a Saturday, that Saturday being a holiday under Clause 4.7, Holidays - All Workers, shall be triple time.
- (b) The minimum rate to be paid to a 7-day shift worker for work performed on a shift the major portion of which falls on a holiday, that holiday not being a Saturday, shall be triple time.
- (c) The minimum rate to be paid to a 7-day shift worker for work performed on a shift the major portion of which falls on Christmas Day, such day being 25 December, shall be triple time.

6.8.5 Holiday Work - Other Than 7-Day Shifts

For all work done on a holiday by a shift worker other than a 7-day shift worker the rate of pay shall be triple time.

- 6.8.6 If an employee is required to work on a holiday during hours which, that day was not a holiday, would be outside the range of ordinary working time prescribed in Clause 5.1, Hours of Work and Clause 5.2, Shift Work, the employees hourly rate for such work shall be triple time.
- 6.8.7 The rates hereinbefore prescribed in this subclause shall, in the case of all shift work, be deemed to include all shifts allowances.
- 6.8.8 An employee notified to attend for work on a holiday, which is not so worked, shall be paid at holiday rates for 4 hours. Provided that this subclause shall not apply where an employee who has already been notified to attend for work is given a minimum of 24 hours notice that the attendance is not so required.
- 6.8.9 When an employee is absent from work 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.

6.8.10 Notwithstanding the other provisions of this subclause, it is agreed that a public holiday payment system will apply to shift workers that is based on a monthly payment equating 7.1% of the basic wage per shift Operator and paid as a Pensionable allowance.

6.9 Clarification to the Public Holiday Payment Procedure

Reference to: Montell (Australia) Pty Ltd Clyde Operators Award 1999, Clause 17 - Holiday - All Workers In lieu of any other provision of this award, including subclause 6.8.4 of this clause and clause 6.1, all public holiday compensation for 7 day shift workers shall be consolidated and paid as a monthly, pensionable allowance as follows:

- 6.9.1 The allowance shall equate to 7.1% of the applicable base rate.
- 6.9.2 The public holiday prescribed by this award falls during a period of annual leave of a 7day shift worker and that day would ordinarily have been a working day for that employee, the employee shall not be entitled to an additional day of annual leave.
- 6.9.3 In return, the Operators will be paid an additional 0.68% wage movement in the year 2001, which is included in the total wage movement for the year 2001 of 5.68%.

PART 7 - UNION MATTERS

The parties to this award recognise that union membership and employee involvement through their union provides a positive contribution to effective and productive performance.

The Company recognises the role of the Union in representing employees as well as the need to develop and maintain effective communications.

7.1 Right Of Entry See Chapter 5, Part 7 of the Industrial Relations Act 1996.

7.2 Union Delegate

An employee appointed Union Delegate shall upon proper notification by the Union to the Company, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours to interview the Company or the Company's representative on matters affecting the employees whom the delegate represents, but the employee must first obtain permission from the supervisor to leave the employee's place of work.

7.3 Notice Board

The Company shall permit the Union to display on notice boards any notice dealing with legitimate Union business, provided that such notice is authenticated by the signature of an accredited representative of the Union.

PART 8 - CANTEEN

8.1 Basell Management will provide food canteen service to PPU Clyde Shift Operators.

PART 9 - ANTI-DISCRIMINATION AND HARASSMENT

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

9.1.1 Any conduct or act which is specifically exempted from anti-discrimination legislation.

9.1.2 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977 (NSW).

9.1.3 A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

9.2 It is the intention of the parties bound by this award to respect and value the diversity of the work force and to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW), to prevent and eliminate discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.

9.3 Unlawful discrimination in the workplace includes any distinction, exclusion or preference made on any prohibited ground which has the effect of denying or limiting equality of opportunity or treatment. Unlawful discrimination in the workplace includes sexual harassment and harassment on any prohibited ground.

9.4 The parties recognise that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of discrimination or harassment.

9.5 Accordingly, in fulfilling their obligations the parties bound by this award must take all reasonable steps to ensure that the award provisions do not unlawfully discriminate in their effect, and that unlawful discrimination or victimisation does not occur in any aspect of employment.

- 9.6 Any employee or group of employees who has a genuine belief that they have been or are being unlawfully discriminated against in their employment, or who have been or are being victimised, may lodge a grievance in accordance with the relevant dispute resolution procedures referred to in this award.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (STOREMEN, &c.) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4938 of 2005)

Before The Honourable Justice Kavanagh

5 October 2005

VARIATION

1. Delete subclause (xi), of clause 2, Wages, of the award published 16 April 2004 (344 I.G. 42), and insert in lieu thereof the following:
 - (xi) 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 overaward payments; and/or
 - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Appendix I - Minimum Award Wage Rates and Appendix II - Allowances and Special Rates, and insert in lieu thereof the following:

APPENDIX I**MINIMUM AWARD WAGE RATES**

Classification	Minimum Award Wage Rates (Per Week) State Wage Case 2004 \$	Minimum Award Wage Rates (Per Week) State Wage Case 2005 \$
Storeman and/or Packer	541.70	558.70
Assembler	543.20	560.20
Forklift Driver	547.40	564.40
Leading Hand	543.80	560.80
Charge Hand	546.00	563.00

APPENDIX II**ALLOWANCES AND SPECIAL RATES**

Item No.	Subject	Amount State Wage Case 2004 \$	Amount State Wage Case 2005 \$
1	Charge Hand (1-5 employees)	15.95	16.40
2	Charge Hand (6-10 employees)	23.85	24.60
3	Charge Hand (over employees)	33.05	34.00
4	Single Employee	12.65	13.00
5	Forklift Driver	63cents per hour	65cents per hour
6	Mobile Crane	76cents per hour	78 cents per hour
7	Mobile Crane	76cents per hour	78cents per hour

3. This variation shall take effect from the first pay period to commence on or after 16 December 2005.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA06/1 - Energy Australia Professionals, Managers & Specialists Enterprise Agreement 2005

Made Between: Energy Australia -&- the Electricity Supply Professional Officers Association, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

New/Variation: Replaces EA03/95.

Approval and Commencement Date: Approved and commenced 13 December 2005.

Description of Employees: Applies to employees employed by EnergyAustralia who fall within the coverage of the EnergyAustralia Award 2001.

Nominal Term: 24 Months.

EA06/2 - Tyco Water - Yennora Works Agreement

Made Between: Tyco Water Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA03/67.

Approval and Commencement Date: Approved and commenced 14 December 2005.

Description of Employees: The agreement applies to all employees employed by Tyco Water Pty Ltd located at Dursley Road, Yennora NSW 2161, engaged in the classifications specified in Schedule 2 of this agreement, who fall within the coverage of the Tyco Water Pty Ltd Yennora General Award and the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 22 Months.

EA06/3 - Toll AutoLogistics - Vehicles Greenacre Operations and TWU-NSW Site Agreement

Made Between: Toll AutoLogistics - Vehicles -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA04/148.

Approval and Commencement Date: Approved 15 December 2005 and commenced 1 July 2005.

Description of Employees: The agreement applies to employees employed by Toll AutoLogistics - Vehicles, located at 77-85 Roberts Road, Greenacre, who fall within the coverage of the Transport Industry (State) Award .

Nominal Term: 18 Months.

EA06/4 - Shaw of Australia Pty Limited Certified Agreement 2005

Made Between: Shaw of Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch, Transport Workers' Union of New South Wales.

New/Variation: Replaces EA03/89.

Approval and Commencement Date: Approved 26 September 2005 and commenced 10 February 2005.

Description of Employees: The agreement applies to all employees employed by Shaw of Australia Pty Ltd at its Warehouse, Dye House and Factory employees at its Marrickville and Riverwood sites, who fall within the coverage of the Storemen and Packers, General (State) Award and the Textile Industry (State) Award.

Nominal Term: 24 Months.

EA06/5 - MPA Central Tablelands Power Stations Certified Agreement 2005

Made Between: MPA Energy Services Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA04/250.

Approval and Commencement Date: Approved 1 November 2005 and commenced 1 April 2005.

Description of Employees: The agreement applies to all employees employed by MPA Energy Services Pty Ltd, located at Mt Piper Power Station, Boulder Road, Portland NSW 2847, who are engaged in operations at the Power Stations in the Central Tablelands Region, but does not apply to employees of Contractors and/or sub-contractors performing work at the operation of the Company, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 36 Months.

EA06/6 - Haymarket Foundation Nurses Enterprise Agreement 2005

Made Between: Haymarket Foundation Limited -&- the New South Wales Nurses' Association.

New/Variation: Replaces EA00/154.

Approval and Commencement Date: Approved and commenced 25 November 2005.

Description of Employees: The agreement applies to nurses employed by Haymarket Foundation Limited, located at 165B Palmer Street, East Sydney NSW 2010, who fall within the coverage of the Nurses, &c., Other Than in Hospitals, &c. (State) Award.

Nominal Term: 36 Months.

EA06/7 - The Nuance Group (Australia) Pty Ltd Central Bond Warehouse Enterprise Agreement 2005

Made Between: The Nuance Group (Australia) Pty Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/117.

Approval and Commencement Date: Approved and commenced 5 December 2005.

Description of Employees: The agreement covers store and supervisory employees employed by The Nuance Group (Australia) Pty Limited, located at 17 O'Riordan Street, Alexandria NSW 2015, who are employed at the Company's central bond in the classifications set out in clause 5 of this agreement, who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

Nominal Term: 24 Months.

EA06/8 - UnitingCare Burnside Enterprise Agreement 2005

Made Between: Uniting Care Burnside (an Agency of NSW Synod of the Uniting Church in Australia) - &- the Australian Services Union of N.S.W..

New/Variation: Replaces EA02/32.

Approval and Commencement Date: Approved and commenced 20 December 2005.

Description of Employees: The agreement applies to all employees employed by Uniting Care Burnside (an agency of NSW Synod of the Uniting Church in Australia) with the exception of senior management staff and a chaplain, located at 13 Blackwood Place, North Parramatta NSW 2150, who fall within the coverage of the Social and Community Service Employees (State) Award, Miscellaneous Workers' - General Services (State) Award, Clerical and Administrative Employees (State) Award and the Building Employees Mixed Industries (State) Award.

Nominal Term: 36 Months.

EA06/9 - The Steritech (Wetherill Park) Agreement 2005

Made Between: Steritech Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/148.

Approval and Commencement Date: Approved 23 December 2005 and commenced 1 May 2005.

Description of Employees: The agreement applies to all and future employees of the Steritech Pty Ltd located at 5 Widemere Road, Wetherill Park NSW 2164, specifically employees in the following classifications: Storeworker Grade 2, employed as a Plant Operator, Forklift Operator and EtO Operator, and any casual employee employed as a Plant Operator or Forklift Operator; who fall within the coverage of the Ionising Processing (Irradiation) Award 2002.

Nominal Term: 24 Months.

EA06/10 - Ausdoc Information Management Enterprise Agreement 2005

Made Between: Ausdoc Information Management Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/289.

Approval and Commencement Date: Approved 9 January 2006 and commenced 28 November 2005.

Description of Employees: The agreement applies to all employees employed by AUSDOC Information Management Pty Ltd, a wholly owned subsidiary of Brambles Industries Limited, located at 159 Mitchell Road, Alexandria NSW 2015 and at the Company's Moorebank site, who fall within the coverage of the Storemen and Packers General (State) Award.

Nominal Term: 36 Months.

EA06/11 - Eastern Distributor - ETU Enterprise Agreement 2005-2008

Made Between: Leighton Services Australia Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 9 January 2006 and commenced 1 October 2005.

Description of Employees: The agreement applies to employees employed by Leighton Services Australia Pty Limited, located at 43 Bourke Street, Woolloomooloo NSW 2011, classified as Electronics Technician engaged in the operations and maintenance work associated with the Eastern Distributor, who fall within the coverage of the Eastern Distributor ETU Consent Award 2002.

Nominal Term: 36 Months.

EA06/12 - 1st Fleet Pty Limited Enterprise Agreement 2005

Made Between: 1st Fleet Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 19 August 2005 and commenced 7 February 2005.

Description of Employees: The agreement applies to all employees employed by 1st Fleet Pty Limited, located at 44-46 Mandarin Street, Villawood NSW 2163, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA06/13 - Amorena (Crew) Enterprise Bargaining Agreement 2004-2007

Made Between: Trident Shipping Services Pty Ltd -&- The Seamens' Union of Australia, New South Wales Branch.

New/Variation: Replaces EA02/153.

Approval and Commencement Date: Approved 14 December 2005 and commenced 20 July 2004.

Description of Employees: The agreement applies to all employees employed by Trident Shipping Services Pty Ltd (referred to as "Trident") located at Refinery Road, Corio VIC 3214 and crew of the bunker barge "Amorena" employed in the classifications set out in this Agreement, who fall within the coverage of the Motor Boats and Small Tugs (State) Award.

Nominal Term: 36 Months.

EA06/14 - Goodman Fielder Consumer Foods Limited - Mascot Production Agreement 2005

Made Between: Goodman Fielder Consumer Foods -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA04/53.

Approval and Commencement Date: Approved 30 September 2005 and commenced 6 June 2005.

Description of Employees: The agreement applies to all employees employed by Goodman Fielder Consumer Foods Ltd located at the Mascot site, who are classified by one of the classifications of this agreement, who fall within the coverage of the Margarine Maker (State) Award and the Electricians, &c. (State) Award.

Nominal Term: 36 Months.

EA06/15 - Manly Council Cleansing Team Enterprise Agreement 2005

Made Between: Manly Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA02/185.

Approval and Commencement Date: Approved and commenced 12 December 2005.

Description of Employees: The agreement applies to all employees employed by Manly Council who are engaged in the industries and callings of the cleansing department with the exception of persons who are designated as senior staff, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA06/16 - The Mater Hospital North Sydney Nurses' Enterprise Agreement 2005

Made Between: Mater Hospital North Sydney -&- the New South Wales Nurses' Association.

New/Variation: Replaces EA05/80.

Approval and Commencement Date: Approved and commenced 20 December 2005.

Description of Employees: The agreement applies to all nursing staff employed by the Mater Hospital North Sydney, located at Rocklands Road, North Sydney, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award.

Nominal Term: 24 Months.

EA06/17 - St Vincent's Private Hospital Nurses' Enterprise Agreement 2005

Made Between: St Vincent's Hospital -&- the New South Wales Nurses' Association.

New/Variation: Replaces EA05/214.

Approval and Commencement Date: Approved and commenced 20 December 2005.

Description of Employees: The agreement applies to all nursing staff employed by St Vincent's Private Hospital located at 406 Victoria Street, Darlinghurst NSW 2010, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award.

Nominal Term: 30 Months.

EA06/18 - Brinks Australia Pty Limited NSW Agreement - CIT Employees 2005

Made Between: Brinks Australia Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA02/223.

Approval and Commencement Date: Approved 12 December 2005 and commenced 1 November 2005.

Description of Employees: The agreement applies to employees employed by Brink's Australia Pty Ltd, located at 4-6 Mentmore Ave, Rosebery NSW 2018, who are employed as Armoured Vehicle Driver, Armoured Vehicle Team Leader, Armoured Vehicle Guard who are engaged in Escort Duties, ATM Services, Airport Duties, Turret Guard Duties and Dispatch, who fall within the coverage of the Transport Industry - Cash-in-Transit (State) Award.

Nominal Term: 36 Months.

EA06/19 - RTM Pre-Cast Pty Limited Enterprise Agreement 2005

Made Between: RTM Pre-Cast Pty Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 9 September 2005.

Description of Employees: The agreement applies to all employees employed by RTM Pre-Cast Limited, located at 122 Waratah Avenue, Charlestown NSW 2290, who fall within the coverage of the Concrete Pipe and Concret Products Factories Consolidated (State) Award.

Nominal Term: 6 Months.

EA06/20 - Boral Concrete Sydney Joint Development Agreement 2004

Made Between: Boral Construction Materials Group Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved 25 August 2005 and commenced 1 December 2004.

Description of Employees: The agreement applies to employees employed by Boral Construction Materials Group Limited, located at Clunies Ross Street, Prospect NSW 2145, who are engaged to work at or from the Sydney Metropolitan Plants, who fall within the coverage of the Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidate Award.

Nominal Term: 24 Months.

EA06/21 - Swire Cold Storage Minto Enterprise Agreement 2005

Made Between: Swires Cold Storage -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 11 January 2006 and commenced 1 August 2005.

Description of Employees: The agreement applies to employees employed by Swire Cold Storage Pty Ltd, located at 401 Pembroke Road, Minto NSW 2566, who are classified in clause 4 of this agreement, who fall within the coverage of the Woodmasons Cold Storage - Minto Enterprise Award 1998.

Nominal Term: 36 Months.