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PRIVATE PATHOLOGY LABORATORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5760 of 2003)

Before Commissioner Bishop

8 March 2004

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

Clause No. Subject Matter

PART A

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PART B

MONETARY RATES

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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 provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

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

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

3. Definitions

- (i) "Union" means the Australian Liquor Hospitality and Miscellaneous Workers Union, New South Wales Branch.

- (ii) "Full-time Employee" means an employee engaged and paid by the week or fortnight or four weeks or month, as the case may be, who is rostered to work the ordinary hours prescribed by subclause (i) of clause 9, Hours.
- (iii) "Part-time Employee" means an employee engaged and paid as such by the week or fortnight who is required to work not less than three hours per week and not more than an average of 38 ordinary hours per week.
- (iv) "Casual Employee" means an employee engaged and paid as such but shall not include an employee working an average of 38 ordinary hours or more per week, subject to the provisions of clause 21, Casual Employees.
- (v) "Pathology Aide - Laboratory" means a person employed as such who is engaged in any or all of the following duties: preparation, separation and processing of specimens, washing glassware, filing, media making, solution preparation, sorting, dispatch, delivery and collection of mail and specimens, distribution of specimens, general laboratory work, VDU terminal work and packing and dispatching collection materials and equipment; or who is engaged in other duties of a similar nature, as directed, and shall be classified as one of the following grades by the employer:

Grade 3 - On commencement.

Grade 2 - After satisfactorily completing 12 months' full-time or equivalent service at Grade 3.

Grade 1 - Is appointed as a senior employee who works independently and solves problems as a regular and substantial part of the employee's duties.

- (vi) "Pathology Aide - Ancillary" means a person employed as such engaged in work not otherwise classified herein, including work in or in connection with cleaning, gardening, maintenance of premises or machinery or equipment, motor vehicle maintenance or repair, stores and warehouse work, and shall be classified as one of the following grades by the employer:

Grade 3 - On commencement.

Grade 2 - After satisfactorily completing 12 months' full-time or equivalent service at Grade 3.

Grade 1 - Is appointed to a position as a senior employee who works independently and solves problems as a regular and substantial part of the employee's duties.

- (vii) "Pathology Aide - Courier" means a person employed as such who holds a current driver's licence and who is engaged principally in courier duties and performs other duties as directed.

- (viii) "Pathology Collector" means a person employed as such engaged in collecting pathology specimens and performing procedures in accordance with practice instructions; the care, storage and processing of all such pathology specimens; the timely dispatch of pathology specimens to the laboratory; the accurate recording of information relating to patients and specimens in accordance with practice instructions; operating VDUs; attending to the well-being of patients; liaising with referrers/referees; receiving payments of accounts, and shall be classified as one of the following grades by the employer:

Grade 4 - Is in training and receiving detailed instructions on the work to be performed and is acquiring skills in all aspects of specimen collection, containerisation, labelling, transporting and storage; patient identification and well-being; related clerical work, and/or requires supervision on the work to be performed. A Grade 4 collector will remain on this classification for a period of three months whilst training is undertaken. A person employed with previous experience in pathology specimen collection will be reviewed after a period of four weeks as a Pathology Collector Grade 4 for possible appointment to Pathology Collector Grade 3.

Grade 3 - Is proficient in all aspects of routine pathology collection required by the practice and is capable of working in any of the practice's centres.

Grade 2 - Is appointed to carry out more complex procedures and tasks than Grade 3.

Grade 1 - Is appointed to a position as an Educator or as a Co-ordinator of a number of collection centres, usually with five or more years' suitable experience as a pathology collector, and in doing so is capable of relieving the area supervisor in all aspects of the supervisor's work.

- (ix) "Practice Trainee" means a Trainee Scientific Officer or Trainee Technical Officer employed as such who undertakes an appropriate course of study required by the employer as part of the employee's employment. Progress through the stages and payment at the next stage shall be based on satisfactory academic and work performance. The top of the wage rate scale for a Practice Trainee Technical Officer shall be at Stage 4 of the appropriate wage rate scale as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (x) "Technical Officer" means a person employed as such who holds the Pathology Technician's Certificate, an Associate Diploma of Medical Technology, or other qualification acceptable to the employer, and shall be classified as one of the following grades by the employer:

Grade 4 - Means a qualified Technical Officer who has not previously worked in providing pathology services either as a Practice Trainee or otherwise for a period of at least two years. A Grade 4 employee shall be paid on commencement at Grade 4.2 and after 12 months' satisfactory full-time or equivalent service shall be paid at Grade 4.1. After 12 months' satisfactory full-time or equivalent service at Grade 4.1, the employee shall progress to Grade 3.3.

Grade 3 - Means a qualified Technical Officer who is capable of working competently in the various pathology laboratory departments where the employee may be required by the employer to rotate or to hold a particular position and who is competent to perform testing on the routine instrumentation of those departments to which the employee is assigned without direct supervision. A Grade 3 employee shall be paid on commencement at Grade 3.3 and after 12 months' satisfactory full-time or equivalent service shall be paid at Grade 3.2 and after a further 12 months' satisfactory full-time or equivalent service and thereafter shall be paid at Grade 3.1.

Grade 2 - Means a qualified Technical Officer employed as such who has usually satisfactorily completed a minimum of four years' full-time or equivalent service as a Technical Officer Grade 3, is competent in routine laboratory skills and is responsible for the competent management, maintenance and quality assurance of instrumentation and who may be required to supervise the work of other laboratory personnel in their daily routine. A Grade 2 employee shall be paid at Grade 2.2 on commencement and after two years' satisfactory full-time or equivalent service shall be paid at Grade 2.1.

Grade 1 - Means a qualified Technical Officer appointed as such who has satisfactorily completed a minimum of three years' full-time or equivalent service as a Technical Officer Grade 2 and shall be paid at Grade 1.2 on commencement. After three years' satisfactory full-time or equivalent service an employee shall be eligible to be paid at Grade 1.1 on performance.

- (xi) "Scientific Officer" means a person employed as such who possesses one of the following qualifications:
- (a) a degree in science, applied science or medical technology awarded after not less than three years' full-time study or an equivalent period of part-time study, in subjects relevant to the field of pathology at a university or other tertiary institution in Australia; or
 - (b) an associate qualification conferred by the Australian Institute of Medical Technologists prior to 1 January 1974; or
 - (c) a qualification which the employer is satisfied is equivalent to a qualification in paragraphs (a) or (b) of this subclause, and which will enable the person to assist in the rendering of pathology services in the private pathology laboratory within which the person is employed.

Provided that all Scientific Officers as defined shall be classified by the employer as one of the following grades:

Grade 4 - Means a qualified Scientific Officer as defined in paragraphs (a), (b) or (c) of this subclause who has not previously worked in the provision of pathology services for an employer either as a Practice Trainee or otherwise for a period of at least two years. A Grade 4 employee shall be paid on commencement at Grade 4.2 and after 12 months' satisfactory full-time or equivalent service shall be paid at Grade 4.1. After 12 months' satisfactory full-time or equivalent service at Grade 4.1 the employee shall be paid at Grade 3.3.

Grade 3 - Means a qualified Scientific Officer who is capable of working competently in scientific work of a professional nature in the various pathology laboratory departments where the employee may be required by the employer to rotate or to hold a particular position and is competent to manage the work to which the employee is assigned, or as supervised by a Scientific Officer Grade 2 or Grade 1. A Grade 3 employee shall be paid on commencement at Grade 3.3; after 12 months' satisfactory full-time or equivalent service shall be paid at Grade 3.2, and after a further 12 months' satisfactory full-time or equivalent service and thereafter shall be paid at Grade 3.1.

Grade 2 - Means a qualified Scientific Officer appointed as such who has usually satisfactorily completed a minimum of four years' full-time or equivalent service as a Scientific Officer Grade 3 and who may be required to supervise the work of other laboratory personnel. A Grade 2 employee shall be paid at Grade 2.2 on appointment and after two years' satisfactory full-time or equivalent service shall be paid at Grade 2.1.

Grade 1 - Means a qualified Scientific Officer appointed as such who has satisfactorily completed a minimum of three years' full-time or equivalent service as a Scientific Officer Grade 2 and shall be paid at Grade 1.2 on appointment. After three years' satisfactory full-time or equivalent service at Grade 1.2 an employee shall be eligible to be paid Grade 1.1 on performance.

4. Wages

- (i) The minimum rates of pay for weekly employees in the classifications prescribed by this award shall be as set out in Table 1 - Wages, of Part B, Monetary Rates, and the rates for allowances shall be as set out in Table 2 - Allowances, of the said Part B.
- (ii) Junior - Pathology Aides - Laboratory

The minimum rates of pay for Junior - Pathology Aides - Laboratory shall be as set out in the following table:

Appropriate Classification	Base Grade Rate Percentage
At 16 years of age and under	75
At 17 years of age	80
At 18 years of age	85
At 19 years of age	90
At 20 years of age	95

- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustments.

5. No Extra Claims

It is a term of this award (arising from the decision of the Industrial Commission in Court Session in the State Wage Case of 29 May 1991) that the Union undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, award or over-award, except when consistent with those principles.

6. Enterprise Consultation

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

7. Contract of Employment

- (i) Employees under this award shall be engaged as full-time employees or part-time employees or casual employees.
- (ii) The rostered times of ordinary hours of work, once notified, shall not be changed, except by a week's notice or the consent of the employee to an earlier change. Where the employer requests the change without the employee's consent to the change, the employee shall be paid at overtime rates for the hours worked outside the previous rostered times for the period of the notice.
- (iii) The employment of an employee other than a casual shall be terminated only by one week's or one fortnight's notice on either side or by the payment by the employer or forfeiture by the employee of one week's or one fortnight's wages in lieu of notice.
- (iv) Notwithstanding the foregoing provisions, the employer may dismiss the employee at any time for misconduct or wilful disobedience and then shall be liable for payment up to the time of dismissal only.
- (v) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer stating the period of employment and when the employment terminated.
- (vi) Employment of full-time and part-time employees during the first three calendar months of employment shall be probationary and either party may terminate the employment during this period by one day's notice.
- (vii) Study Time - Practice Trainees shall be granted such time off as necessary for the purposes of attending employer approved courses of study relevant to their employment, including examination times, without reduction of the weekly rate of pay prescribed in Table 1 - Wages, of Part B, Monetary Rates. Such study time shall include a day off for each examination.
- (viii) Employees shall be paid for attendances at such conferences, seminars or workshops that occur during ordinary working time where such attendances are authorised by the employer and where the subject matter of such conferences, seminars or workshops is directly related to the employee's employment.
- (ix) Employees classified under this award as defined in subclauses (v) to (xi) inclusive of clause 3, Definitions, shall be advised in writing by the employer of their classification and grading on commencement of employment and upon each reclassification or promotion by the employer.
- (x) Practice Trainees shall progress through the wage scale stages set out in the said Table 1 upon satisfactorily completing each stage (year) of their course and performing their work satisfactorily and shall, upon attaining their tertiary qualifications, commence on the base rate of the appropriate scale for qualified Scientific Officer or Technical Officer as set out in the said Table 1. An employer may pay in excess of the prescribed rates for trainees and qualified officers where it is deemed appropriate to do so.
- (xi) Employees covered by this award shall perform all work within their skills and competence, including work which is incidental or peripheral to their main tasks or functions.

8. Redundancy

(i) Application

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

(ii) Introduction of Change

(a) Employer's Duty to Notify

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

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

(b) Employer's Duty to Discuss Change

- (1) The employer shall discuss with the employees affected and the Union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) 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 employer to make the changes referred to in the said paragraph (a).
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy

(a) Discussions before Terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (ii)(a) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union to which they belong.
- (2) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provision of the said paragraph (ii)(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment

(a) Notice for Changes in Production, Program, Organisation or Structure

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

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

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

- (2) In addition to the notice referred to in subparagraph (1) of this paragraph, 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 referred to 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 of Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with paragraph (ii)(a) of this clause:

- (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.

- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time Off during the Notice Period
- (1) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee Leaving during the Notice Period
- If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of Employment
- The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink
- Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Employment Separation Certificate
- The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (h) Transfer to Lower-paid Duties
- Where an employee is transferred to lower paid duties for reasons set out in paragraph (ii)(a) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

(v) Severance Pay

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

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

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

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

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

(3) "Week's 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 paid in accordance with this award.

(b) Incapacity to Pay - Subject to an application by the employer 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 (a) of this subclause.

The Industrial Relations Commission of New South Wales shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission of New South Wales thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.

(c) Alternative Employment - Subject to an application by the employer 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 the said paragraph (a) if the employer obtains acceptable alternative employment for an employee.

(vi) Savings Provision

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the Union and any employer bound by this award.

9. Hours

- (i) The ordinary working hours, exclusive of meal times, shall not exceed an average of 38 per week. Consultation shall occur on the method of implementation of the working week. However, the final choice as to the method of implementation shall rest with the employer. Circumstances may arise where different methods of implementation of the 38-hour week apply to various groups or sections of employees in the establishment.
- (ii) Where ordinary hours are worked:
 - (a) between 7.00 a.m. and 9.00 p.m., Monday to Friday inclusive, no loading is payable;
 - (b) between 9.00 p.m. and 7.00 a.m., Monday to Friday inclusive, a loading of 15 per cent is payable.
- (iii) A meal break of not less than 30 minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break. Provided that in emergency circumstances, the meal break may be deferred but must be taken as soon as practicable.
- (iv) Up to two paid tea breaks shall be allowed each day or shift for full-time employees; provided that, the taking of such break(s) shall be subject to the workload of the practice.

10. Saturday and Sunday Work

- (i) Employees required to work their ordinary hours on a Saturday shall be paid for all time so worked at time and one quarter.
- (ii) Overtime provisions prescribed by clause 11, Overtime and Time Off in Lieu of Overtime, shall apply to employees required to work on a Saturday not part of their ordinary hours.
- (iii) Employees required to work their ordinary hours on a Sunday shall be paid for all time so worked at time and one half.
- (iv) Employees required to work on a Sunday not part of their ordinary hours shall be paid for all time so worked at double time.

11. Overtime and Time Off in Lieu of Overtime

- (i) Overtime
 - (a) For all work done by an employee, other than a casual employee, outside ordinary hours or the employee's rostered number of ordinary hours for the day, the rates of pay shall be time and a half for the first two hours and double time thereafter. In calculating overtime each day's work shall stand alone. The hourly rate for overtime shall be calculated by dividing the weekly rate by 38.
 - (b) For all work done by a casual employee in excess of the employee's ordinary hours on a day the rate of pay shall be time and a half for the first two hours and double time thereafter. Overtime shall be calculated on a daily basis.
 - (c) Meal Allowance - An employee required to work overtime, after working ordinary hours, in excess of two hours without being notified the day before or earlier, or where the employee does not live in the vicinity of the laboratory and customarily returns home for meals, shall be paid a meal allowance as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates, for each meal. A further meal allowance shall be paid on the completion of each additional four hours' overtime worked.

(ii) Time Off in Lieu of Overtime

Where an employee has performed duty on overtime, the employee may be released from duty for a period not exceeding the period of overtime actually worked, subject to the conditions herein:

- (a) An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with the agreement of the employer. Such agreement shall be in writing and be kept with the time and wages records.
 - (b) An employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and it shall be taken within four weeks of the accrual. The amount of leave not taken can be extended by mutual agreement between the employer and the employee.
- (iii) Subject to subclause (i) of this clause, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (a) 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.
 - (b) For the purposes of the said subclause (i), what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

12. Holidays

- (i) The days on which the following holidays are observed shall be holidays under this award, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State or any locally proclaimed and observed holiday or another day in lieu thereof.
- (ii) Except as hereinafter provided:
 - (a) employees other than casuals shall be entitled to a holiday (as specified in subclauses (i) and (iii) of this clause) without loss of pay;
 - (b) employees shall be paid at the rate of double time and one half with a minimum payment of three hours at such rate for all time worked on the above holidays.
- (iii) Notwithstanding any other provision of this clause, where an employee requests and the employer agrees, any or all of the holidays of Good Friday, Easter Saturday, Easter Monday and Christmas Day may be substituted to take into account day(s) of religious significance to the employee.

13. Annual Leave

See *Annual Holidays Act 1944*.

14. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) On each anniversary of the employee's commencement of employment with the employer, or when leave is due and taken, the employer shall pay the employee a loading determined in accordance with this clause.
- (iii) 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 the employee's annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award. The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; provided that, if the amount to which that 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.
- (v) 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.

15. Long Service Leave

See *Long Service Leave Act 1955*.

16. Sick Leave

- (i) An employee who, after not less than three months' continuous service with the employer, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious or wilful misconduct, shall be entitled to be paid at the ordinary-time rate of pay for the time of such non-attendance, subject to the following 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 payment under the *Workers Compensation Act 1987* or the *Workplace Injury Management and Workers Compensation Act 1998*.
 - (b) The employee shall, as soon as reasonably practicable and prior to the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
 - (c) The employee shall furnish to the employer such evidence as the employer may require that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that a statutory declaration shall be accepted in respect of any single-day absences, but not more than five such absences in any one year.
 - (d) Subject to the provisions of paragraph (c) of this subclause, an employee who takes sick leave during the first three months of employment shall be paid for such leave at the conclusion of the said three months.

- (e) Subject to the provisions of this clause, the employee shall be entitled to eight days' sick leave for each year of employment.

(ii) Cumulative Sick Leave

The rights under this clause shall accumulate from year to year so that any part of an entitlement which has not been allowed in any year may be claimed by the employee and shall be owed by the employer in any subsequent year of employment.

(iii) Definition of Continuous Service

For the purpose of this clause, continuous service shall be deemed not to have been broken by:

- (a) any absence from work on leave granted by the employer; or
- (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); provided that time so lost shall not be taken into account in computing the qualifying period of three months.

17. Personal/Carer's Leave

(i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (c)(ii) this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 16, 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 by the employer, 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 and support of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:

1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (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 (i)(c)(ii) of this clause who is ill.
- (iii) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of clause 11, Overtime and Time Off in Lieu of Overtime, the following provisions shall apply.
 - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (c) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (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.

18. 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) of this clause.
- (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 clause 17, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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 the said clause 17. In determining such a request the employer will consideration to the circumstances of the employee and the reasonable operational requirements of the business.

19. Jury Service

- (i) An employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rate of pay as if working.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service, and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

20. Part-time Employees

Part-time employees may be employed under the terms of this award, subject to the following conditions:

- (i) The definition of a part-time employee as contained in clause 3, Definitions.

- (ii) That the provisions prescribed for employees employed under this award are applied to such employees on a pro rata basis.
- (iii) Part-time employees shall be paid 1/38th of the appropriate weekly rate for each hour worked, provided that a minimum payment of three hours shall be made for each start.
- (iv) Part-time employees may be engaged on broken shifts by mutual agreement and shall be paid a three-hour minimum payment for each start.

21. Casual Employees

Casual employees may be employed under the terms of this award subject to the following conditions:

- (i) The definition of a casual employee as contained in clause 3, Definitions.
- (ii) Casual employees shall be paid 1/38th of the appropriate weekly rate as set out in Table 1 - Wages, of Part B, Monetary Rates, plus 15 per cent for each hour worked, provided that there shall be a minimum payment of three hours for each start.
- (iii) In addition to the ordinary hourly rate prescribed in subclause (ii) of this clause, a casual employee shall be entitled to 1/12th of the ordinary hourly rate as entitlement to pro rata annual leave and shall be paid such an amount at the same time as prescribed for the payment of wages in clause 26, Payment of Wages, provided that that time shall be no later than on a weekly or fortnightly basis (dependent upon the employer's pay period).

22. On-call Allowance

- (i) Where an employee is on call, and is not called out, the employee shall be paid an on-call allowance as set out in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates, for each day or shift, Monday to Saturday, inclusive, and shall be paid an on-call allowance as set out in Item 3 of the said Table 2 for Sundays.
- (ii) In lieu of the foregoing allowances specified in subclause (i) of this clause, an employee shall be paid at overtime rates for all time worked on call, with a two-hour minimum payment calculated from the time the employee leaves home until the employee's return at the appropriate rate, and shall be paid in accordance with clause 24, Locomotion Allowance, where the employee uses the employee's own vehicle whilst on call.

23. Travelling Time and Expenses

Where an employee is sent to work from an employer's recognised place or places of business, the employer shall pay all travelling time from such place or places of business to the job and, if the employee is required to return the same day to the employer's place or places of business, the employer shall pay travelling time to the recognised place or places of business. An employee sent for duty to a place other than the employee's regular place or places of duty or required to attend a court of inquiry in connection with the employee's employment shall be paid reasonable authorised expenses.

24. Locomotion Allowance

- (i) Where an employee is required by the employer to use a motor vehicle (including a motor cycle), such vehicle shall be supplied and maintained by the employer but, where an employee, by arrangement with the employer, provides the employee's own vehicle, the employee shall, in addition to all payments otherwise due, be paid an allowance per kilometre as set out in Item 4 of Table 2 - Allowances, of Part B, Monetary Rates.
- (ii) The running charges specified in this clause shall be payable for the actual number of kilometres travelled by the employee's vehicle each week in connection with the employee's employment.

25. First-aid Allowance

Where an employee is a qualified first-aid attendant and is appointed to carry out the duties of a qualified first-aid attendant, the employee shall be paid an additional amount per week as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates.

26. Payment of Wages

- (i) Unless an employee requests fortnightly payment of wages, the employer shall pay wages and other monies due to employees weekly, fortnightly, four-weekly or monthly, depending on the employer's pay period, and the time of payment shall not be more than three working days from the time when such wages become due. An employer may pay in cash or by cheque or electronic transfer; provided that payment other than in cash shall not remove the obligation to pay as prescribed herein.
- (ii) Notwithstanding the foregoing, wages and other monies due to part-time or casual employees shall be paid weekly or fortnightly.

27. Union Dues

- (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) of this clause;
 - (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 subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the 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, 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 has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
- (viii) The above variations shall take effect:
 - (a) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 29 January 2004.
 - (b) In the case of employers who do not fall within subparagraph (a) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 6 May 2004.
 - (c) For all other employers, from the beginning of the first pay period to commence on or after 30 August 2004.

28. Savings

Nothing in this award shall act to reduce the wages and conditions of employees being paid or observed as at the date of 17 June 1993.

29. Superannuation

- (i) Definitions
 - (a) "Ordinary-time earnings" means the weekly rate of pay for the employee's classification as set out in Table 1 - Wages, and Table 2 - Allowances, of Part B, Monetary Rates (including allowances and weekend penalties on ordinary hours and any over-award payments), for ordinary hours of work.
 - (b) "Approved Fund"
 - (1) means "HESTA", the Health Employees Superannuation Trust Australia, constituted by deed made 30 July 1987; or
 - (2) an existing fund to which the employer contributed before 17 June 1993 which complies with the Occupational Superannuation Guidelines; or
 - (3) any other approved fund, e.g. Med Prac Superannuation Fund, at any time during the life of this award.
 - (c) "Eligible employee" means a full-time or part-time employee who has completed one calendar month's service with an employer.
- (ii) Employers to become party to an approved fund
 - (a) For the purposes of this award, contributions shall be made by employers in accordance with the provisions of subclause (iv) of this clause and shall be paid to the Administrator of the approved fund.

- (b) Each employer bound by this award shall participate in the approved fund.
 - (c) Each employer bound by this award shall become party to the approved fund upon the acceptance by the Trustees of the approved fund of an agreement to become a participating employer, duly signed and executed by each employer and the Trustees of the approved fund.
 - (d) An employee shall become eligible to join the approved fund on the first day of the calendar month following the commencement of employment.
 - (e) Each employer bound by this award shall provide every employee who is not already a member of the approved fund with a membership application form for the approved fund upon commencement of service. Each employee shall be required to choose a fund and complete the relevant form and the completed form shall be forwarded to the Administrator of the fund by each employer on or before the last day of the calendar month subsequent to the employee completing one calendar month's service.
- (iii) Employees to become a party to an approved fund
- (a) An eligible employee shall become a participating employee in an approved fund.
 - (b) Such eligible employee shall sign and execute all necessary documents to become a participating employee within one month of being provided with such documents.
- (iv) Contributions
- (a) Each employer shall pay, in respect of each eligible employee, an amount equal to three per cent of the employee's ordinary-time earnings for all ordinary hours worked from the date of eligibility.
 - (b) Contributions will only be made in respect of eligible employees as defined, provided that, if a new employee was a member of the approved fund at the employee's prior place of employment, no eligibility requirement shall apply.
 - (c) Contributions shall be made to the Administrators of the approved fund on or before the last day of the calendar month subsequent to each calendar month an employee is a member of the scheme for each such calendar month an employee is a member of the scheme.
 - (d) Notwithstanding the date upon which an employee signs an application form, contributions in accordance with paragraph (a) of this subclause shall be made by an employer to the approved fund from the date when the employee became eligible for membership.
- (v) Notwithstanding the provisions of this clause, the Union and the employer may agree to implement superannuation benefits on terms other than as prescribed by this clause and/or at a time subsequent to the making of this award.

30. Grievance and Industrial Disputes Procedure

- (i) Grievance Procedure
- (a) If the employee has any problem or concern in relation to the employee's employment, the employee shall, in the first instance, discuss the matter with immediate supervisor, who will endeavour to resolve the issue expeditiously.
 - (b) Any unresolved matter shall be referred by the employee to the Department Head after the employee notifies the employee's immediate supervisor. The supervisor shall also attend the conference organised by the Department Head to discuss the matter.

- (c) Should the matter remain unresolved, appropriate assistance should be sought from the Laboratory Manager or other nominated representative(s) of the employer.
- (d) In the event of no agreement being reached, the matter shall be referred to Senior Management or their nominee(s) whose decision in the matter shall be final.
- (e) Where the matter involves either party seeking to change an existing agreement or practice, the parties shall endeavour to identify and agree on what is the status quo, which shall then continue to prevail until the parties have exhausted all steps in the above procedure.

(ii) Industrial Disputes Procedure

The parties to this award shall confer with a view to resolving all industrial disputes by direct negotiation and consultation. The parties further agree that, subject to the provisions of the New South Wales *Industrial Relations Act 1996*, all disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (a) Any dispute, including any matter not resolved in accordance with subclause (i) of this clause which arises shall, where possible, be settled by discussion on the job between the employee and the employee's immediate supervisor.
- (b) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, Union delegate or Union official and the supervisor or manager of the relevant section or department, and the employer's industrial representative shall be notified.
- (c) If no agreement is reached, the Union official and Union delegate will discuss the matter with the employer's nominated industrial relations representative.
- (d) Whilst the foregoing procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (e) Should the matter still not be resolved, it may be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

31. Exemptions

- (i) Registered nurses and enrolled nurses employed as such are exempt from the provisions of this award.
- (ii) Subject to the requirement of Chapter 2, Part 1, Division 2 of the *Industrial Relations Act 1996*, the provisions of this award shall not apply to the extent to which they are otherwise prescribed by a registered industrial agreement in force at the date of the making of this award.
- (iii) Douglass Hanly Moir Pathology Pty Limited, Barratt and Smith Pathology and Southern Pathology Services Pty Ltd shall be exempt from the provisions of clause 4, Wages, in accordance with the terms of clause 4, Wages, of the Douglass Hanly Moir, Barratt and Smith and Southern Pathology (State) Award published 15 August 2003 (340 I.G. 925). The duration of this exemption is for the nominal term of the award.

32. Enterprise Arrangements

Enterprise arrangements may be entered into pursuant to the Enterprise Arrangements Principle contained in the State Wage Case 2003 [2003] NSWIRComm 174 (as amended from time to time).

33. Area, Incidence and Duration

- (i) This award shall apply to employees as defined and classified herein employed by approved pathology authorities (other than State or public authorities) or their associated accredited pathology laboratories

as defined by the *Health Insurance Act 1973* (Commonwealth), in the State of New South Wales, excluding the County of Yancowinna.

- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Private Pathology Laboratories (State) Award published 13 October 2000 (319 I.G. 377) and all variations thereof.
- (iii) The award published 13 October 2000 took effect from the beginning of the first full pay period to commence on 22 June 2000 and the variations thereof incorporated herein on the dates set out in the attached Schedule A.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) are set out in the attached Schedule B and take effect on 8 March 2004.
- (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

SCHEDULE A

AWARD AND VARIATIONS INCORPORATED

Clause	Award/Variation Serial No.	Date of Publication	Date of taking Effect First pay period from	Industrial Gazette	
				Vol.	Page
All	B9303	13.10.00	22.06.00	319	377
4, Part B	B9389	13.10.00	12.08.00	319	485
4, 26, Part B	C0772	21.12.01	12.08.01	330	709
1	C1016	08.03.02	31.05.01	331	1077
4, 26, Part B	C1388	06.09.02	12.08.02	336	166
26	C1716	28.02.03	04.09.02	338	606
4, 26, Part B	C2154	19.09.03	12.08.03	341	487

SCHEDULE B

CHANGES MADE ON REVIEW

Date of Effect: 8 March 2004

Provisions Modified

Award	Clause	Previous Form of Clause Last Published at:	
		Vol.	Page
Private Pathology Laboratories (State) Award	4B	319	382
	8	319	387-88
	20A	n/a	n/a
	26A	319	396
	27	319	396

Provisions Removed

Award	Clause	Previous Form of Clause Last Published at:	
		Vol.	Page
Private Pathology Laboratories (State) Award	26(iv)	338	606

PART B
MONETARY RATES

Table 1 - Wages

Classification	Former Rate Per Week \$	SWC 2003 \$	Total Rate Per Week \$
Pathology Aide - Laboratory - Grade 3 - on commencement	446.00	17.00	463.00
Grade 2 - after 12 months	462.00	17.00	479.00
Grade 1 - on appointment	493.00	17.00	510.00
Pathology Aide - Ancillary - Grade 3 - on commencement	446.00	17.00	463.00
Grade 2 - after 12 months	462.00	17.00	479.00
Grade 1 - on appointment	493.00	17.00	510.00
Pathology Aide - Courier - On commencement	506.00	17.00	523.00
Pathology Collector - Grade 4 - in training	471.00	17.00	488.00
Grade 3 - on appointment	511.00	17.00	528.00
Grade 2 - on appointment	538.50	17.00	555.50
Grade 1 - Educator/Co-ordinator	569.30	17.00	586.30
Practice Trainee - Scientific and Technical Officers - Stage 1 - Scientific and Technical	346.00	17.00	363.00
Stage 2 - Scientific and Technical	381.00	17.00	398.00
Stage 3 - Scientific and Technical	426.00	17.00	443.00
Stage 4 - Scientific and Technical and thereafter	455.00	17.00	472.00
Stage 5 - Scientific	492.00	17.00	509.00
Stage 6 - Scientific	516.00	17.00	533.00
Scientific and thereafter	543.60	17.00	560.60
Technical Officers - Grade 4.2 - on commencement	559.20	17.00	576.20
Grade 4.1 - after 12 months	577.70	17.00	594.70
Grade 3.3 - on appointment	608.50	17.00	625.50
Grade 3.2 - after 12 months	629.00	17.00	646.00
Grade 3.1 - after 2 years	644.30	17.00	661.30
Grade 2.2 - on appointment after at least 4 years at Grade 3	664.80	17.00	681.80
Grade 2.1 - after 2 years' service on performance	680.20	17.00	697.20
Grade 1.2 - on appointment	716.10	17.00	733.10
Grade 1.1 - after 3 years' service on performance	736.60	17.00	751.60
Scientific Officers - Grade 4.2 - on commencement	569.50	17.00	586.50
Grade 4.1 - after 12 months' service	608.50	17.00	625.50
Grade 3.3 - on appointment	670.00	17.00	687.00
Grade 3.2 - after further 12 months' service	690.50	17.00	707.50
Grade 3.1 - after 2 years	716.10	17.00	733.10
Grade 2.2 - on appointment after not less than 4 years at Grade 3	736.60	17.00	751.60
Grade 2.1 - after 2 years' service on performance	767.30	17.00	782.30
Grade 1.2 - on appointment	796.10	17.00	811.10
Grade 1.1 - after 3 years	826.80	17.00	841.80

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	11(i)(c)	Meal Allowance Each additional 4 hours' overtime	9.25 9.25
2	22(i)	On-call Allowance (each day or shift) Monday to Saturday inclusive	12.80
3	22(i)	On-call Allowance (each day or shift) Sunday	25.40
4	24	Locomotion	0.38 per km
5	25	First-aid Certificate	15.15 per week

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

(1612)

SERIAL C3382

**RINKER GROUP TRADING AS READYMIX HOLDINGS PTY LTD
ALBION PARK QUARRY NO. 4 (STATE) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4646 of 2004)

Before Mr Deputy President Sams

9 November 2004

REVIEWED AWARD

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Annexure "A"

Annexure "B"

1. Title of Award

This award shall be known as Rinker Group trading as Readymix Holdings Pty Ltd Albion Park Quarry No. 4 (State) Award 2001.

2. Arrangement

This award shall apply at Rinker Group trading as Readymix Holdings Pty Ltd Albion Park Quarry in respect of employees covered by the Quarrying Industry (State) Award.

3. Parties to the Award

3.1 This award shall be binding on:

- (a) Rinker Group trading as Readymix Holdings Pty Ltd;
- (b) the organisation of employees known as AWU - Australian Workers Union Port Kembla, South Coast and Southern Highlands Branch; and
- (c) all employees who are engaged in any of the classifications specified in the Quarrying Industry (State) Award.

4. Relationship to Parent Award

- 4.1 This award shall be read in conjunction with the Quarrying Industry (State) Award (hereafter "the Parent Award").
- 4.2 Where there is any inconsistency between the Parent Award and this award, this award shall prevail to the extent of any inconsistency.

5. Term of the Award

- 5.1 This award shall come into operation on and from the first full pay period to commence on or after 14 September 2001 and shall remain in force for a period of 36 months.
- 5.2 This award has been reviewed in accordance with section 19 of the *Industrial Relations Act 1996* and modernises the CSR Limited trading as The Readymix Group Albion Park Quarry No. 4 (State) Award 2001 published 26 April 2002 (332 IG 1260).
- 5.3 The changes made to this award pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on and from 21 October 2004.

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

6. No Extra Claims

Except for general movements in award wages granted by the Industrial Relations Commission of New South Wales via State Wage Cases, that are not subject to absorption, there shall be no further claims for wage increases during the term of this award.

7. Review of Award

The parties agree to review this award no later than 3 months prior to the end of its term. In the context of this review, the parties shall examine both the operation of the award and the possibilities of entering into a further award.

8. Aims and Objectives of the Award

8.1 Aims

The parties to this award are committed to continue improvements in Safety, Health and the Environment and the resulting changes in work methods designed to achieve productivity, efficiency and flexibility. A commitment to such improvements will in turn significantly increase the Company's competitiveness and offer secure and worthwhile employment for employees.

The Company business needs to continue to improve in order to remain competitive.

The company has developed a vision of the type of business it wants and the elements necessary to transfer that vision to a reality.

- (a) The critical elements are:
 - (i) A Product Quality and Customer Service Focus;
 - (ii) Safe and Rewarding Work;
 - (iii) Environmentally Sustainable Operations;
 - (iv) Continuous Improvement;
 - (v) Employee Participation;
 - (vi) Improved Competitiveness;
 - (vii) Removal of Artificial Barriers;
 - (viii) Increase Job Security.

8.2 Objectives

- (a) To comply with the various safety, health and environmental legislative and other requirements and to achieve industry best practice in these areas.
- (b) To improve the efficiency and productivity of the company by ensuring management and labour practices are more closely attuned to current and future needs and objectives of the company.
- (c) To develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in the market place.
- (d) To provide a climate for employees to develop a broader range of skills thereby maximising rewards to employees and security of employment.
- (e) To benchmark other organisations that are leaders in the field of increased efficiency and productivity and where appropriate utilise this information in implementing change.

9. Communication

All employees the subject of this award may be required to attend a communication session to inform employees of the contents and requirements of this award.

10. Disputes Procedure

- 10.1 A procedure for the avoidance of industrial disputes and employee grievances shall apply at all sites covered by this award.
- 10.2 The objectives of the procedure shall be to promote the resolution of disputes/grievances by measures based on consultation, co-operation and discussion, to reduce the level of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 10.3 Any employees or delegates should obtain permission from their manager or supervisor prior to leaving their work station to consult with the employer. Such permission shall not be unreasonably withheld. All union business, in relation to this procedure, shall be conducted by the employee in the employer's time.
- 10.4
- (a) Procedures relating to grievances of individual employees:
- (i) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (ii) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (v) While a procedure is being followed, normal work must continue.
 - (vi) If they so chose the employee may be represented by an industrial organisation of employees.
- (b) Procedures relating to disputes etc., between employers and their employees:
- (i) A question, dispute or difficulty must initially be dealt with as close to its sources as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iii) While a procedure is being followed, normal work must continue.
 - (iv) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.
- 10.5 There shall be a 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.
- 10.6 Reasonable time limits shall be allowed for the completion of the various stages of the discussions. At least 7 days should be allowed for all stages of the discussions to be finalised.
- 10.7 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.

- 10.8 In order to allow for the peaceful resolution of grievances and disputes the parties shall be committed to avoid industrial action including, stoppages of work, lock-outs or any other bans or limitations on the performance of work while the above procedure is being followed.
- 10.9 The employer shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the Occupational Health and Safety legislation in New South Wales and consistent with established custom and practice at the workplace.

11. Compliance With Previous CSR Limited Awards

The parties will ensure that the commitments and requirements arising from the Previous Awards, referred to in Annexure "A", are met and are the starting point for further improvements to be made within the term of this award.

12. Stages of This Award and Wage Adjustments

The following wage increases shall apply to the employees in the classifications covered by the Quarrying Industry (State) Award ("the Parent Award"), excepting metal trade classifications. Expense related allowances are not to be increased unless adjusted in the Parent Award.

The wage adjustments in this award shall comprise of 3 stages:

Stage 1

From the first pay period on or after 14 September 2001 a 4% wage increase shall be paid to employees the subject of this award.

Stage 2

From the first pay period on or after 8 May 2002 a further 3% wage increase shall apply. In addition, each employee shall be paid a lump sum payment in the last pay cycle in December 2002 equal to 1% of the employee's ordinary wage plus overtime for the period 8 May 2002 to 11 December 2002 (inclusive).

Stage 3

From the first pay period on or after 8 May 2003 a further 3% wage increase shall apply. In addition, each employee shall be paid a lump sum payment in the last pay cycle in December 2003 equal to 1% of the employee's ordinary wage plus overtime for the period 12 December 2002 to 11 December 2003 (inclusive).

In addition, each employee will be paid a second lump sum payment in the last pay cycle in May 2004 equal to 1% of the employee's ordinary wage plus overtime for the period 12 December 2003 to 14 May 2004 (inclusive).

13. Hours of Work and Starting Times

- 13.1 The ordinary spread of hours shall be from 6.00am to 6.00pm Monday to Friday inclusive.
- 13.2 Starting times fixed in accordance with the spread of ordinary hours in subclause (i) above may be varied by the employer to suit the needs of the business.
- 13.3 All plant and equipment is to be in operation by the nominated starting time i.e. currently 6.00am and all plant and equipment is to shut down no earlier than 10 minutes prior to the end of shift.

14. Electronic Funds Transfer

Payment of wages, shall be paid weekly by Electronic Funds Transfer into an account/s nominated by the employee.

15. Redundancy

15.1 Where permanent employees the subject of this award are made redundant by the employer, they shall receive the following termination payment.

- (a) Notice as prescribed by the relevant legislation; and
- (b) 2 weeks for each year of service (pro-rata) to a maximum of 52 weeks (exclusive of the notice period in (a) above).

16. Meal and Crib Breaks

Employees shall stagger the taking of their meal and crib breaks to ensure continuous production throughout the shift i.e.: Load & Haul, Primary Crusher and Secondary Plant are operated continuously.

17. Maintenance

In addition to routine maintenance (i.e. daily servicing of machinery) all operators are to fill out daily Log Books on each machine with records to be maintained in the machine and a copy handed to the Manager/Supervisor weekly, such records will include Fuel Usage, Tyre Pressures, Oil Usage and General Maintenance. A complete Machine History File, Service and Maintenance Register will be maintained by the Manager/Supervisor.

18. Productivity - Refuelling

Operators shall stagger fuelling of Load & Haul equipment to ensure minimal stoppages and disruption to the primary crusher.

19. Safety, Health and Environment

19.1 Employees recognise their responsibility for improving workplace safety, health and environment ("SHE") and commit to:

knowing and following the SHE requirements related to the job and workplace;

constantly reviewing the workplace for hazards and initiating appropriate corrective actions or reporting the hazard to the supervisor or manager;

reporting to work fit for duty;

reporting all improper SHE practices observed at the workplace to the supervisor or manager.

20. Fitness for Work

The parties recognise the importance of the provisions stated in Section 31 of Part 3, Division 2 of the Mines Inspection General Rule 2000, in force under the *Mines Inspection Act 1901* and are committed to implementing practical solutions to meet these obligations.

21. Casual Employees

A casual employee is one engaged and paid as such. A casual employee shall be paid 1/38 of the weekly rate plus 15% for all work performed plus 1/12 for annual leave. Provided that, this clause shall not be used to make current permanent employees casuals.

22. Increased Flexibilities

- 22.1 Employees shall undertake duties and tasks as directed, provided such employees have the skills, competence and training to perform such tasks as directed.
- 22.2 Employees the subject of this award are committed to co-operate with and undertake all relevant and appropriate training as directed by the employer, to meet the needs of the business.
- 22.3 The employer shall ensure that the provisions of The Quarry Industry (State) Award relating to employees classifications are adhered to when implementing this clause.

23. Teamwork

All parties to this award and the business units concerned are committed to the development of teamwork.

24. Competency Recognition and Development

- 24.1 The parties are committed to the recognition and where deemed appropriate by the Company compliance with national competency standards whilst also recognising the necessary competencies to remain competitive at an enterprise level.
- 24.2 A skills matrix will be developed by the parties. The matrix will identify the required competencies necessary at the enterprise level. Each employee will be assessed to determine the competencies actually held from time to time. Where there is a gap between the actual competencies held by employee(s) and those required by the business, this will form the basis of an enterprise training plan.

25. Classification Structure

- 25.1 The classifications below reflect the categories of employment that will apply under this award:

Job	Classification
Quarry Face Loader	Quarry Worker Grade 7
50 Tonne Dump Truck	Quarry Worker Grade 6
Crushing Plant Operator	Quarry Worker Grade 5
Bins Truck	Quarry Worker Grade 5
Blend Plant Operator	Quarry Worker Grade 4
Sales Front End Loader	Quarry Worker Grade 4
Water Cart	Quarry Worker Grade 6
Bull Dozer	Quarry Worker Grade 5
Maintenance	To be determined according to job scope
Relief Operator	To be determined according to job scope

- 25.2 The employees named in Appendix "B" will continue to be engaged in their current classification grade. Should the Company need to engage new employees they will be employed in accordance with the classification grades in clause 25.1 above.

26. Customer Service and Product Quality

Employees are committed to the sustainable implementation of customer service and product quality initiatives such as correct use of and compliance with, stockpile construction and load out signs, stockpile load out procedures.

27. Performance Criteria and Objectives

All of the employees employed under this Award recognise the importance of and are committed to co-operate and work with the Company to achieve the following performance outcomes:

- (a) zero recordable injuries;
- (b) nil customer complaints related to product loadout;

- (c) achievement targets for CSR Emoleum products;
- (d) increase product loadout grading conformance to >90%;
- (e) achieve fixed plant Efficiency of >115% (against 280 t/h historical base);
- (f) achieve fixed plant Utilisation of >90%;
- (g) reduce production cost/tonne by > \$2.00/tonne compared with YEM'01 result;
- (h) development and implementation of a Waste Reduction Plan and achievement of associated targets.

In order to assist with the achievement of the performance objectives identified above, all employees employed under this Award agree and are committed to participating in:

- (a) regular reviews and updates of progress against the performance criteria and outcomes;
- (b) routine reviews and updates of their job descriptions and work instructions; and
- (c) education sessions about the performance criteria.

28. Consultative Committee

The parties agree to establish a Site Consultative Committee. The membership, agenda and meeting frequency will be set by agreement between the parties.

29. Salary Sacrificing

- 29.1 Remuneration under this Award and the Parent Award may, by the operation of this Award, be made up entirely of wages or, at the option of an employee (other than a casual employee) and subject to the employer's agreement, wages and a superannuation contribution to the CSR Australian Superannuation Fund. Wages and superannuation are the two components which will make up remuneration. The sum allocated to each component will be negotiated initially between the employer and the employee and thereafter renegotiated in accordance with this clause.
- 29.2 Should the employer make a superannuation contribution in accordance with this clause, it shall not, to the extent of that contribution, be liable to pay wages to the employee under this award, or the Parent Award.
- 29.3 The opportunity for an employee to initially negotiate the components of remuneration as per 27.1 above shall be available once per year at a time and in accordance with procedures determined by the employer and may only be changed during the period specified in accordance with procedures established by the employer.
- 29.4 In the event that changes in legislation, the Income Tax Assessment Act, tax office rulings or determinations remove or alter the Company's capacity to maintain the salary sacrifice arrangements pursuant to this agreement, the Company will be entitled to withdraw from these arrangements by giving notice to each affected employee.

30. Anti-Discrimination

- 30.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 30.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 30.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 30.4 Nothing in this clause is to be taken to affect:
- (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.
- 30.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

"Nothing in 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."

Signatures

For Rinker Group trading as Readymix Holdings Pty Ltd _____

For The Australian Workers Union Port Kembla, South
Coast and Southern Highlands Branch _____

For Employees AWU Delegate _____

AWU Co-delegate _____

ANNEXURE "A"

For the purpose of this award the following definitions of awards shall apply:

- (a) "the Parent Award" is the award known as the "Quarrying Industry (State) Award";
- (b) "the Previous Awards" include the following awards as defined:
 - (i) "the First Award" is the first CSR award, known as; "CSR Ltd trading as The Readymix Group Sydney Construction Products And Country Divisions Quarries Enterprising Bargaining Framework Award 1994";

- (ii) "the Second Award" is the second CSR award, known as "CSR T/A The Readymix Group Country Division South Coast Quarries Enterprise Agreement No. 2 (State Award 1995)"; and
- (iii) "the Third Award" is the third CSR award, known as "CSR Ltd trading as The Readymix Group Albion Park Quarry No.3 (State Award) 1998".

ANNEXURE B

The current employee classification arrangements are to be retained under the following "Grandfather Clause":

Employee Name	Classification
Jeff Thorburn	Quarry Worker Grade 7
Dick Sharpe	Quarry Worker Grade 7
Tim Robinson	Quarry Worker Grade 7
Brian Doyle	Quarry Worker Grade 5 (Leading Hand)
Peter Long	Quarry Worker Grade 5
Graham Hutchinson	Quarry Worker Grade 5
David Rudd	Quarry Worker Grade 6
Russell McCullough	Quarry Worker Grade 6
Steve Ezold	Quarry Worker Grade 6
Arthur Walker	Quarry Worker Grade 6
Scott Viney	Quarry Worker Grade 5
Neville Willard	Quarry Tradesperson Level 2

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1607)

SERIAL C3381

**RINKER GROUP TRADING AS READYMIX HOLDINGS PTY LTD
SYDNEY QUARRIES NO. 4 (STATE) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4645 of 2004)

Before Mr Deputy President Sams

9 November 2004

REVIEWED AWARD

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25.	Performance Criteria and Objectives
26.	Additional Holiday - Picnic Day
27.	Safety Health and Environment (SHE)
28.	Salary Sacrificing
29.	Anti-Discrimination

Annexure "A"

Annexure "B"

1. Title of Award

This award shall be known as Rinker Group trading as Ready mix Holdings Pty Ltd Sydney Quarries No. 4 (State) Award 2001.

2. Arrangement

This award shall apply at the quarries of Rinker Group trading as Readymix Holdings Pty Ltd - Sydney Quarries Division (as set out in Annexure "A") in respect of employees covered by the Quarrying Industry (State) Award.

3. Parties to the Award

3.1 This award shall be binding on:

- (a) Rinker Group trading as Readymix Holdings Pty Ltd at all Sydney Quarries Division quarrying sites as set out in Annexure "A" to this award (hereafter "the Company");
- (b) the organisations of employees known as The Australian Workers Union, New South Wales Branch; and
- (c) all employees who are engaged in any of the classifications specified in the Quarrying Industry (State) Award, excluding mechanical fitters.

4. Relationship to Parent Award

4.1 This award shall be read in conjunction with the Quarrying Industry (State) Award, (hereafter "the Parent Award").

Where there is any inconsistency between the Parent Award and this award, this award shall prevail to the extent of any inconsistency.

5. Term of the Award

5.1 This award shall take effect from the beginning of the first pay period to commence on or after 23 August 2001 and shall remain in force for a period of 36 months.

5.1 This award has been reviewed in accordance with section 19 of the *Industrial Relations Act 1996* and modernises the CSR Limited trading as The Readymix Group Sydney Quarries No. 4 (State) Award 2001 published 26 April 2002 (332 IG 1439).

5.2 The changes made to this award pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on and from 21 October 2004.

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

6. No Extra Claims

Except for general movements in award wages granted by the Industrial Relations Commission of New South Wales via State Wage Cases, that are not subject to absorption, there shall be no further claims for wage increases during the term of this award.

7. Review of Award

The parties agree to review this award no later than 3 months prior to the end of its term. In the context of this review, the parties shall examine both the operation of the award and the possibilities of entering into a further award.

8. Aims and Objectives of the Award

8.1 Aims

The parties to this award are committed to continue improvements in Safety, Health and the Environment and the resulting changes in work methods designed to achieve productivity, efficiency and flexibility. A commitment to such improvements will in turn significantly increase the Company's competitiveness and offer secure and worthwhile employment for employees.

The Company business needs to continue to improve in order to remain competitive.

The Company has developed a vision of the type of business it wants and the elements necessary to transfer that vision to a reality.

(a) The critical elements are:

- (i) A Product Quality and Customer Service Focus;
- (ii) Safe and Rewarding Work;
- (iii) Environmentally Sustainable Operations;
- (iv) Continuous Improvement;
- (v) Employee Participation;
- (vi) Improved Competitiveness;
- (vii) Removal of Artificial Barriers; and
- (viii) Increase Job Security.

8.2 Objectives

- (a) To comply with the various safety, health and environmental legislative and other requirements and to achieve industry best practice in these areas.
- (b) To improve the efficiency and productivity of the Company by ensuring management and labour practices are more closely attuned to current and future needs and objectives of the Company.
- (c) To develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in the market place.
- (d) To provide a climate for employees to develop a broader range of skills thereby maximising rewards to employees and security of employment.
- (e) To benchmark other organisations that are leaders in the field of increased efficiency and productivity and where appropriate utilise this information in implementing change.

9. Communication

All employees subject to the provisions of this award may be required to attend a communication session to inform employees of the contents and requirements of this award.

10. Disputes Procedure

10.1 A procedure for the avoidance of industrial disputes and employee grievances shall apply at all sites covered by this award.

- 10.2 The objectives of the procedure shall be to promote the resolution of disputes/grievances by measures based on consultation, co-operation and discussion, to reduce the level of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 10.3 Any employees or delegates should obtain permission from their manager or supervisor prior to leaving their work station to consult with the employer. Such permission shall not be unreasonably withheld. All union business, in relation to this procedure, shall be conducted by the employee in the employer's time.
- 10.4
- (a) Procedures relating to grievances of individual employees:
- (i) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (ii) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (v) While a procedure is being followed, normal work must continue.
 - (vi) If they so choose the employee may be represented by an industrial organisation of employees.
- (b) Procedures relating to disputes etc between employers and their employees:
- (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 limits must be allowed for discussion at each level of authority.
 - (iii) While a procedure is being followed, normal work must continue.
 - (iv) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.
- 10.5 There shall be a 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.
- 10.6 Reasonable time limits shall be allowed for the completion of the various stages of the discussions. At least 7 days should be allowed for all stages of the discussions to be finalised.
- 10.7 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.

- 10.8 In order to allow for the peaceful resolution of grievances and disputes the parties shall be committed to avoid industrial action including, stoppages of work, lock-outs or any other bans or limitations on the performance of work while the above procedure is being followed.
- 10.9 The employer shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the Occupational Health and Safety legislation in New South Wales and consistent with established custom and practice at the workplace.

11. Compliance With Previous Awards

The parties will ensure that the commitments and requirements arising from the Previous Awards, referred to in Annexure "B", are met and are the starting point for further improvements to be made within the term of this award.

12. Stages of This Award and Wage Adjustments

The following wage increases shall apply to the employees in the classifications covered by the Quarrying Industry (State) Award ("the Parent Award"), excepting metal trade classifications. Expense related allowances are not to be increased unless adjusted in the Parent Award.

The wage adjustments in this award shall comprise of 3 stages:

Stage 1

From the first pay period on or after 23 August 2001 a 4% wage increase shall be paid to employees the subject of this award.

Stage 2

From the first pay period on or after 15 May 2002 a further 3% wage increase shall apply. In addition, each employee shall be paid a lump sum payment in the last pay cycle in December 2002 equal to 1% of the employee's ordinary wage plus overtime for the period 15 May 2002 to 11 December 2002 (inclusive).

Stage 3

From the first pay period on or after 15 May 2003 a further 3% wage increase shall apply. In addition, each employee shall be paid a lump sum payment in the last pay cycle in December 2003 equal to 1% of the employee's ordinary wage plus overtime for the period 12 December 2002 to 11 December 2003 (inclusive).

In addition, each employee will be paid a second lump sum payment in the last pay cycle in May 2004 equal to 1% of the employee's ordinary wage plus overtime for the period 12 December 2003 to 14 May 2004 (inclusive).

13. Business Unit

The business units are set out in Annexure "A" to this award.

14. Hours of Work

- 14.1 The ordinary spread of hours shall be from 6.00 am to 6.00 pm Monday to Friday inclusive.
- 14.2 Starting times fixed in accordance with the spread of ordinary hours in subclause 14.1 above may be varied by the employer to suit the needs of the business.

15. Electronic Funds Transfer

Payment of wages, shall be paid weekly by Electronic Funds Transfer into an account/s nominated by the employee.

16. Meal Allowances

16.1 Meal Allowance - Ordinary Time

- (a) Employees will be paid a meal allowance of \$9.49 for each day worked. The allowance will not be paid where an employee is on leave for any reason including but not limited to sick leave, annual leave, long service leave, rostered days off, unpaid leave and public holidays.
- (b) In recognition of the abovementioned payment, no travel allowance as provided in the Parent Award at clause 3.7(8) is to be paid and the provisions in the Parent Award in clause 4.4 relating to meal breaks and allowances do not apply.

16.2 Meal Allowance - Overtime

- (a) An employee who is required to work overtime for more than 2 hours beyond the cessation of the employee's ordinary hours of work for that day, shall be paid a meal allowance of \$9.49. This allowance shall be paid after every 4 additional hours of overtime worked on any one day.
- (b) Subclause (a) of this clause is in lieu of clause 4.7 (overtime) subclause (4) Cribs (a) of the Parent Award.

17. Rest Period After Overtime

For the purpose of Clause 4.7 (overtime) subclause (2) Rest Period after Overtime, of the Parent Award, the relevant time period for consecutive hours off duty shall be 9 hours.

18. Redundancy

18.1 Where permanent employees the subject of this Award are made redundant by the employer, they shall receive the following termination payment:

- (a) notice as prescribed by the relevant legislation; and
- (b) 2 weeks for each year of service (pro-rata) to a maximum of 52 weeks (exclusive of the notice period in (a) above).

19. Fitness for Work

The parties recognise the importance of the provisions stated in Section 31 of Part 3, Division 2 of the Mines Inspection General Rule 2000, in force under the *Mines Inspection Act 1901* and are committed to implementing practical solutions to meet these obligations.

20. Casual Employees

A casual employee is one engaged and paid as such. A casual employee shall be paid 1/38 of the weekly rate plus 15% for all work performed plus 1/12 for annual leave. Provided that, this clause shall not be used to make current permanent employees casuals.

21. Increased Flexibilities

- 21.1 Employees shall undertake duties and tasks as directed, provided such employees have the skills, competence and training to perform such tasks as directed.
- 21.2 Employees, the subject of this award, are committed to co-operate with and undertake all relevant training as directed by the employer, to meet the needs of the business.

21.3 The employer shall ensure that the provisions of the Quarry Industry (State) Award relating to employees' classifications are adhered to when implementing this clause.

22. Teamwork

All parties to this award and the business units concerned are committed to the development of teamwork and the restructuring of existing work patterns and arrangements.

23. Competency Recognition and Development

23.1 The parties are committed to the recognition and where deemed appropriate by the Company compliance with national competency standards whilst also recognising the necessary competencies to remain competitive at an enterprise level.

23.2 A skills matrix will be developed by the parties. The matrix will identify the required competencies necessary at the enterprise level. Each employee will be assessed to determine the competencies actually held from time to time. Where there is a gap between the actual competencies held by employee(s) and those required by the business, this will form the basis of an enterprise training plan.

24. Customer Service and Product Quality

Employees are committed to the sustainable implementation of customer service and product quality initiatives such as correct use of and compliance with, stockpile construction and load out signs, stockpile load out procedures.

25. Performance Criteria and Objectives

All of the employees employed under this Award recognise the importance of and are committed to co-operate and work with the Company to achieve the following performance outcomes:

- (a) zero recordable injuries;
- (b) nil customer complaints related to product loadout;
- (c) achievement of moisture content targets for CSR Emoleum products;
- (d) increase product loadout grading conformance to >90%;
- (e) achieve fixed plant Utilisation of >90%; and
- (f) development and implementation of a Waste Reduction Plan and achievement of associated targets.

In order to assist with the achievement of the performance objectives identified above, all employees employed under this Award agree and are committed to participating in:

- (a) regular reviews and updates of progress against the performance criteria and outcomes;
- (b) routine reviews and updates of their job descriptions and work instructions; and
- (c) education sessions about the performance criteria.

26. Additional Holiday - Picnic Day

26.1 Employees are entitled to an additional day's holiday without loss of pay each calendar year which is not cumulative. Should the employee be requested to work and perform work on the agreed picnic holiday date, they shall be paid, in accordance with clause 4.6 of the Parent Award regarding Sundays and holidays which provides for double time and one-half, with a minimum payment of 4 hours' work.

26.2 The day agreed by the parties to be taken as the Picnic Day shall be Easter Saturday.

27. Safety, Health and Environment (SHE)

27.1 Employees recognise their responsibility for improving workplace safety, health and environment ("SHE") and commit to:

knowing and following the SHE requirements related to the job and workplace;
constantly reviewing the workplace for hazards and initiating appropriate corrective actions or reporting the hazard to the supervisor or manager;

reporting to work fit for duty; and

reporting all improper SHE practices observed at the workplace to the supervisor or manager.

28. Salary Sacrificing

28.1 Remuneration under this Award and the Parent Award may, by the operation of this Award, be made up entirely of wages or, at the option of an employee (other than a casual employee) and subject to the employer's agreement, wages and a superannuation contribution to the CSR Australian Superannuation Fund. Wages and superannuation are the two components which will make up remuneration. The sum allocated to each component will be negotiated initially between the employer and the employee and thereafter renegotiated in accordance with this clause.

28.2 Should the employer make a superannuation contribution in accordance with this clause, it shall not, to the extent of that contribution, be liable to pay wages to the employee under this award, or the Parent Award.

28.3 The opportunity for an employee to initially negotiate the components of remuneration as per 28.1 above shall be available once per year at a time and in accordance with procedures determined by the employer and may only be changed during the period specified in accordance with procedures established by the employer.

28.4 In the event that changes in legislation, the *Income Tax Assessment Act 1997*, tax office rulings or determinations remove or alter the Company's capacity to maintain the salary sacrifice arrangements pursuant to this agreement, the Company will be entitled to withdraw from these arrangements by giving notice to each affected employee.

29. Anti-Discrimination

29.1 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.

29.2 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.

29.3 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.

29.4 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.

29.5 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."

Signatures

For Rinker Group trading as
Readymix Holdings Pty Ltd -
Sydney Quarries Division

For The Australian Workers' Union,
New South Wales Branch

AWU Delegate

AWU Delegate

AWU Delegate

ANNEXURE A

For the purpose of this award the 3 "business units" for the Sydney Quarries Division shall be:

1. Penrith Quarry located at:
Sheens Lane
Off Castlereagh Road
PENRITH 2750
2. Hardrock located at:
Hornsby Quarry

Quarry Road

HORNSBY 2077

3. Londonderry Sand located at:

Torkington Road

LONDONDERRY

ANNEXURE B

For the purpose of this award the following definitions of awards shall apply:

- (a) "the Parent Award" is the award known as the "Quarrying Industry (State) Award";
- (b) "the Previous Awards" include the following awards as defined:
 - (i) "the First Award" is the first CSR award, known as; "CSR Ltd Trading As The Readymix Group Sydney Construction Products And Country Divisions Quarries Enterprising Bargaining Framework Award 1994";
 - (ii) "the Second Award" is the second CSR award, known as "CSR T/A The Readymix Sydney Quarries Enterprise Agreement No. 2 (State Award 1997)"; and
 - (iii) "the Third Award" is the third CSR award, known as "CSR Ltd trading as The Readymix Group Sydney Quarries No. 3 (State Award) 1998"

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(537)

SERIAL C3360

**PLASTERERS, SHOP HANDS AND CASTERS (STATE)
CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4630 of 2004)

Before Mr Deputy President Sams

9 November 2004

REVIEWED AWARD

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1. Definitions

- (i) "Shop hand" shall mean an employee who performs any or all of the following duties - the interpretation of plans and details and any work from them in the preparation of the ground work for the modeller, the cutting, mounting and running of moulds necessary for the making of any plasterers' mouldings and ornamental work and the making of piece, waste and gelative moulds.

- (ii) "Caster" following duties.- the cleaning and greasing of benches and moulds, the gauging of plaster, the bedding of fibre and all reinforcements, ruling and trowelling in making casts, fibrous sheets, acoustic tiles, cutting plaster casts and fibrous sheets on moulds or benches and all work incidental to the manufacture of fibrous and plaster castings excluding the teasing of fibre and the occasional assistance by other labour in lifting, loading or unloading of trucks and/or hanging heavy sheets. When a caster is employed on any shop hand's work he or she shall be paid shop hands' rates.
- (iii) "Leading hand" shall mean an employee appointed as such by the employer to take charge of or supervise other employees.
- (iv) "Mechanical Cornice Attendant and Operator" shall mean an employee who performs the following duties: attending and supervising the inflow of plaster material from feeder bins to the machine and is responsible for the whole mechanical process of the machine in the mechanical manufacture of plaster cornice.
- (v) "Cornice Machine Attendant" shall mean an employee who performs any or all of the following duties: the cutting of cornice, shifting and stacking of cornice, sweeping of floors in and around the machine and any other duties which may be incidental to the manufacture of plaster cornice by mechanical means, but excluding the duties described in the classification of 'Mechanical Cornice Attendant and Operator'.

2. Hours

- (i) The ordinary working hours shall not exceed forty per week, to be worked eight hours per day, between the hours of 7.30 a.m. and 5.00 p.m., Monday to Friday, inclusive; provided that, by agreement between the employer and employees, the working day may begin at 6.00 a.m. or at any other time between that hour and 8.00 a.m. and the working time then shall begin to run from the time so fixed, provided that by agreement between the employer, the employees and their trade union the working day may conclude at 6pm.
- (ii) Three-quarters of an hour shall be allowed for a meal, which shall not be counted as time worked, from 12.00 noon until 12.45 p.m. Monday to Friday, inclusive, or at such other time as may be mutually agreed upon.
- (iii) Where plasterers, shop hands and casters or other employees bound by this award are employed in any industry (other than the building industry) which is subject to any award or industrial agreement covering various classes of employees engaged in that industry the hours and working days of plasterers, shop hands and other employees bound by this award shall be those prescribed for the employees generally in that industry in lieu of the hours prescribed by this award.

3. Wages

- (i) The following minimum rates of pay shall be paid to adult employees:

	Total Rate Eff 10/07/03	SWC 2003	Total Rate Eff 10/07/04
Classification			
Shop Hand	525.30	17.00	542.30
Caster	439.90	17.00	456.90
Mechanical Cornice Attendant & Operator	431.40	17.00	448.40
Cornice Machine Attendant	431.40	17.00	448.40
All Others	431.40	17.00	448.40

Tool Allowances	effective 11/09/04
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	\$
Shop Hand	3.10
Caster	1.30

- (ii) Junior casters minimum rates of pay shall be the rates set out hereunder calculated to the nearest five cents, any fraction of five cents in the result not exceeding half of five cents to be disregarded:

Percentage of the sum of the total wage assigned to an adult caster

	Percentage per week
1st year	48
2nd year	68
3rd year	90

- (iii) Casual Employees: A casual employee, that is an employee engaged for less than forty hours per week, shall be paid one-fifth of the weekly rate plus 10 per centum per day or portion thereof.
- (iv) Leading Hands:
- (a) An employee appointed to be in charge of more than two and up to and including five employees shall be a leading hand and shall be paid \$13.93 per week extra.
- (b) An employee appointed to be in charge of more than five and up to and including ten employees shall be a leading hand and shall be paid \$17.60 per week extra.
- (c) An employee appointed to be in charge of more than ten employees shall be a leading hand and shall be paid \$24.79 per week extra.
- (v) Where an employee is sent from a shop to a job to perform casters and/or fibrous fixers and gypsum plasterboard fixers' work the worker shall be paid the hourly rates and conditions applying to fixers in the Building and Construction Industry (State) Award whilst he or she is actually employed on this work and this hourly rate shall be paid in lieu of normal pay.

4. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under State Wage Case 2004. These adjustments may be offset against:

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

5. Payment of Wages

- (i) Unless otherwise mutually agreed to between an employer and employee all wages shall be paid in cash not later than Thursday in each week and all time spent waiting for wages in excess of fifteen minutes by an employee beyond the finishing time on pay day shall be paid for at overtime rates and the employer shall not keep more than two days' wages in hand.
- (ii) An employee who is discharged from their employment before the recognised pay day shall be paid forthwith all wages due. An employee who terminates their employment after having given notice shall be paid then the wages due to him or her or a money order for the amount of such wages shall be posted to him or her within forty-eight hours.

6. Overtime

- (i) All time worked outside the ordinary working hours, as defined in clause 2, Hours, of this award, shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

- (ii) An employee who is required to work overtime for more than two hours after the usual ceasing time without being notified on the preceding working day shall be paid the sum of \$2.00 as the cost of a meal.
- (iii) Where the period of overtime is two hours or more an employee shall be allowed a 20 minute meal break which shall be paid for at ordinary rates.
- (iv) No employee, including a night-shift worker, shall work for more than sixteen hours' overtime in any week excepting in case of extreme urgency such as urgent repairs or delay causing unemployment.

7. Sundays and Holidays

- (a)
 - (i) The following days shall be observed as holidays, namely - New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day or the days observed in lieu thereof and all proclaimed public holidays for the State of New South Wales.
 - (ii) For any work performed on the foregoing holidays or on a Sunday double-time shall be paid with a minimum payment for the day of four hours' work.
 - (iii) All employees shall be entitled to be paid for holidays under this clause; provided that they shall have worked on the working day immediately preceding and the working day immediately following the holiday. Where such holidays fall on consecutive days an employee who works on either the working day preceding or the working day succeeding such holiday, but not on both, shall be entitled to payment for such holiday closest to the said day on which he worked.
 - (iv) Where the employer terminates the employment of an employee within a period of seven days prior to a day on which a holiday occurs and the employee is re-employed within a period of seven days after the holiday or the last day of a group of holidays the employee shall be paid for the holiday or holidays occurring within the period between the date of the termination of his employment and the date of his or her re-employment if he or she has been employed by the employer for a period of at least one week prior to the termination of his employment.
- (b)
 - (i) The first Monday in December of each year shall be the Union picnic day.
 - (ii) All employees shall, as far as practicable, be given and shall take this day as a picnic day and shall be paid therefore as for eight hours work at the rates of pay prescribed in clause 3, Wages, of this award. Any employee required to work on such day shall be paid at the rate of double time for all time worked and shall be paid for not less than four hours work.
 - (iii) An employer may require from an employee evidence of his or her attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless the evidence is produced.
 - (iv) Where an employer holds or observes a regular picnic for his or her employees on some other working day during the year then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
 - (v) This clause shall apply only to employees working in the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic organised by the union is held.

8. Travelling Time (Except Distant Work)

When an employee is sent from a shop to a job the employer shall pay all travelling time incurred.

9. Fares

When an employee is sent from a shop to a job the employer shall pay all expenses incurred.

10. Distant Work

- (i) On distant work the employer shall provide reasonable board and lodging or pay an allowance of \$48.80 per week of seven days but such allowance shall not be wages. In the case of broken parts of a week occurring at the beginning or end of a period of distant work the allowance shall be all living expenses actually and reasonably incurred but not exceeding \$48.80.
- (ii) The fare to and from a distant job shall be paid by the employer in every case and in the event of work not being ready on the arrival of the employee he or she shall be paid as if actually at work.
- (iii) The time spent in travelling to and from a distant job shall be paid for at ordinary rates and no employee shall receive more than a day's wages for any day spent in travelling, though the hours spent on such day exceed the hours fixed by this award, unless the employee, on the same day, is engaged in working for his employer.
- (iv) Fares and travelling time shall be paid for once only unless the employee is recalled by the employer and sent again to the job when they shall be paid each time this happens.
- (v) Where an employee works for the same employer for a period of one calendar month the provisions of this clause shall not apply for the period in excess of one month that he is so employed.

11. Piecework

No piecework or work otherwise than by the week shall be allowed.

12. Sick Leave

- (i)
 - (a) An employee for the time being working under this award who, after not less than three months continuous service with the employer, is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the *Workers' Compensation Act 1926*, as amended) not due to his or her own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance; provided that he or she shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to workers' compensation.
 - (b) He or she shall, within twenty-four hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of incapacity.
 - (c) He or she shall prove to the satisfaction of the employer or in the event of a dispute the Industrial Commission of New South Wales) that he or she is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
 - (d) He or she shall not be entitled in respect of any year of employment to sick pay for more than one week.

- (e) The rights under this clause shall accumulate from year to year so that any part of the week which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in a subsequent year of employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of three years, but for no longer, from the end of the year of employment in which they accrued.
 - (f) For the purpose of this clause continuous service shall be deemed not to have been broken by:
 - (1) any absence from work on leave granted by the employer; or
 - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee) provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
 - (g) Service before the date of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- (ii) Single Day Absences - In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if, in the year of employment, he or she has already been allowed paid sick leave on more than one occasion for one day only shall not be entitled to payment for the day claimed unless he or she produces to the employer a certificate of a duly qualified medical practitioner that in his or her, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this subclause shall limit the employer's rights under paragraph (c), of subclause (i), of this clause.

13. 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 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 12, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian),

grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

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

(e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

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

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

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

(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (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 paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

(4) Time Off in Lieu of Payment for Overtime

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

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

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

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

14. 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 as 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, 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 as set out in subparagraph (ii) of paragraph(c) of subclause (1) of clause 13, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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) and (5) of the said clause 13. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

15. Conditions

- (i) Each employee shall be allowed ten minutes each day, before knock-off time, for the purpose of washing and cleaning tools and benches.
- (ii) The surface of all working tables and benches shall be 2 feet 3 inches from the floor.
- (iii) Tables and benches for inset moulds shall have a space of not less than 2 feet 3 inches on one side for working. Cornice and small margin benches shall have a space of not less than 20 inches on one side for working.
- (iv) Plaster bins and water slush tubs shall be placed at a convenient distance to where the work is carried on.
- (v) Where necessary employees shall be provided with gloves or hand pads and/or respirators.
- (vi) A lock up shall be provided for the purpose of storing employees' tools when not in use.
- (vii) Each employee bound by this award shall be provided with two pairs of overalls, yearly. Such overalls shall remain the property of the employer and shall be returned to the employer on termination of employment and if not returned the employer shall be entitled to deduct from any moneys due to the employee the reasonable replacement value of the article not returned.
- (viii) An employer shall not prevent an official of the union authorised in writing in that behalf, from posting on an employer's premises or job, in a place agreeable by the employer and the union official or representative a copy of any official notice of the union provided such notice is of reasonable size.

16. Proportion

The proportion of junior casters employed shall not, at any time, exceed one junior caster to three journeyman casters. An employer, unless working as a journeyman caster, shall not be regarded as a journeyman for the purpose of this clause.

17. Damage to Clothing Or Tools

An employee whose clothing or tools are spoiled by acid or other deleterious substances due to his or her employment shall be recompensed by his or her employer to the extent of his loss.

18. First Aid Kit

- (i) Where not otherwise provided and available to employees covered by this award, the employer shall provide for first-aid in accordance with the Occupational Health and Safety Regulation 2001 as amended.
- (ii) Where an employee of this award is employed and is a qualified first aid person and is employed to carry out the duties of a qualified first aid person, he shall be paid an additional rate of \$0.61 per day.

19. Annual Holidays

- (i) Except as otherwise provided in this clause every employee shall at the end of each year of his or her employment by an employer become entitled to an annual holiday on ordinary pay.
- (ii) Where any such year of employment commences after 31st December 1973, such annual holidays shall be four weeks.
- (iii) Where the employment of any employee by any employer is terminated at the end of a period of employment less than one year, the employer shall forthwith pay to the employee, in addition to all other amounts due to him or her an amount equal to 1/12th of his or her ordinary pay for that period of employment.
- (iv) Except as where otherwise provided in this clause, the provisions of section 2 to 4A inclusive of the *Annual Holidays Act 1944*, as amended shall be deemed to be included mutatis as part of this clause.

20. Annual Holiday Loading

- (i) Before an employee is given and takes his or her annual holiday, or where by agreement between the employer and employees the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his or her employee a loading determined in accordance with this clause. (Note: the obligation to pay in advance does not apply where the employee takes an annual holiday wholly or partly in advance, see subclause (v)).
- (ii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Annual Holidays Act or this award.
- (iii) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled. Where such a holiday is given and taken in separate periods, then in relation to each separate period the loading is applicable. (Note: see subclause (v) as to holidays taken wholly or partly in advance).
- (iv) The loading is the amount payable for the period or, the separate period, as the case may be, stated in subclause (iii) 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 day labour classification immediately prior to the employee commencing his annual holiday together with the following award allowances where applicable, namely leading hand allowances, tool allowance, industry allowance, special allowance, travelling allowance and allowance for "follow the job" and sick leave, but shall not include any other allowances, penalty or

disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this award.

- (v) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Annual Holidays Act or this award 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 (iv) of this clause applying to the award rates of wages payable on that day.
- (vi) Where, in accordance with the Annual Holidays Act or the Annual Holiday clause of this award, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - (a) an employee who is entitled under the Annual Holidays Act of this award to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (iv) of this clause;
 - (b) an employee who is not entitled under the Annual Holidays Act or this award to an annual holiday and who is give and takes leave without pay shall be paid in addition to the amount payable to him or her under this award such proportion of the loading that would have been payable to him or her under this clause if he or she had become entitled to an annual holiday prior to the closedown as his or her qualifying period of employment in completed weeks bears to 52.
- (vii)
 - (a) When the employment of an employee is terminated by his or her employer for a cause other than misconduct (proof of which shall lie upon the employer) and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled he shall be paid a loading calculated in accordance with subclause (iv) for the period not taken.
 - (b) Where an employee is not entitled to an annual holiday and his or her employment is terminated by the employer for any reason other than misconduct (proof of which shall lie upon the employer) or by the employee for any reason, the employee shall be paid in addition to the amount payable to him under the Annual Holidays Act of the Annual Holidays clause of this award an amount of 17.5 per cent of 3/49ths of his or her ordinary weekly time rate of pay earnings prescribed by this award together with the allowance referred to in subclause (iv) of this clause for that part, if any, of his period of employment before the 1st January, 1974, together with 17.5 per cent of one twelfth of such earnings for that part of his or her employment on or after 1st January, 1974.

21. Long Service Leave

See *Long Service Leave Act 1955*, as amended.

22. Issues Resolution Procedures

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

- (i) Procedure relating to grievance of individual employees;
 - (a) The employee or their trade union representative shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

- (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority. In no way does this restrict the right of an employee to be represented by a trade union.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) Where an employer or their workplace delegate has submitted a request concerning any matter connected with employment to a more senior representative of management and that request has been refused, the employee may ask the workplace delegate to submit the matter to management and the matter shall then be submitted by the workplace delegate to the appropriate executive of the employer concerned.
 - (e) If not settled at this stage, the matter shall be formally submitted by the State Secretary of the union to the employer.
 - (f) If not settled, the matter shall then be discussed between such representatives of the union, as the union may desire and the employer, who may be accompanied by or represented by such officers or representatives of an association of employers as the employer may desire, including, where agreed, processing the dispute through locally organised boards or committees set up by the parties for this purpose.
 - (g) At the conclusion of any discussions at any stage, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (h) If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of New South Wales.
 - (i) While this procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
 - (j) Notwithstanding anything contained in this clause, the respondents shall be free to exercise their rights if the dispute is not finalised within seven (7) days of notification.
 - (k) This clause shall not apply to any dispute as to a bona fide safety issue.
 - (l) An employer may be represented by an Industrial Organisation of Employers and the employee may be represented by an Industrial Organisation of Employees for the purposes of each procedure.
- (ii) Procedure for a dispute between an employer and the employees;
- (a) The 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. In no way does this restrict the right of employees to be represented by a trade union.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) Where employees or their workplace delegate has submitted a request concerning any matter directly connected with employment to a more senior representative of management and that request has been refused, the employees may ask the workplace delegate to submit the matter to management and the matter shall then be submitted by the workplace delegate to the appropriate executive of the employer concerned.
 - (d) If not settled at this stage, the matter shall be formally submitted by the State Secretary of the union to the employer.

- (e) If not settled, the matter shall then be discussed between such representatives of the union, as the union may desire and the employer, who may be accompanied by or represented by such officers or representatives of an association of employers as the employer may desire, including, where agreed, processing the dispute through locally organised boards or committees set up by the parties for this purpose.
- (f) At the conclusion of any discussions at any stage, the employer must provide a response to the employees' question, dispute or difficulty, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (g) If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of New South Wales.
- (h) While this procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (i) Notwithstanding anything contained in this clause, the respondents shall be free to exercise their rights if the dispute is not finalised within seven (7) days of notification.
- (j) This clause shall not apply to any dispute as to a bona fide safety issue.
- (k) An employer may be represented by an Industrial Organisation of Employers and the employee may be represented by an Industrial Organisation of Employees for the purposes of each procedure.

23. 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 Issues Resolution Procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

24. Exhibition of Award

Section 361 of the *Industrial Relations Act 1996*, which provides for the exhibition of industrial instruments in the workplace, shall be read as a provision of this Award.

25. Right of Entry

See Part 7 of the *Industrial Relations Act 1996*.

26. Terms of Engagement

- (i) Except as to casual employees employment shall be on a weekly basis.
- (ii) Employment of weekly hands during the first week of service shall be from day to day at the weekly rate terminable by a day's notice on either side but the employer is to indicate clearly to an employee at the time of engagement whether he or she is being engaged as a casual hand or on a weekly basis.
- (iii) Subject as provided elsewhere in this award employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture as the case may be, of an amount equal to one week's wages.
- (iv) Notwithstanding any provisions of the foregoing subclauses the employer shall have the right to dismiss an employee without notice for misconduct or refusing duty.

27. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Plasterers, Shop Hands and Casters Award published 15 February 2002 (331 I.G. 496), and all variations thereof.

This reviewed award shall take effect on the first full pay period to commence on or after 15 August 2001 and remains in force until varied or rescinded for the period for which it was made already having expired.

The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review Award made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on and from 9 November 2004.

Leave is reserved to the parties to apply as they may be advised with respect to the classification and margin for Modeller.

It shall apply to all persons employed as shop hands, and other employees in the plastering industry throughout the State, excluding the County of Yancowinna, within the jurisdiction of the Plasterers, &c. (State) Industrial Committee.

Plasterers, &c. (State) Industrial Committee

Industries and Callings

Plasterers and fibrous plaster fixers and shop hands and in the plastering trade and fixers of gypsum plaster board and other employees engaged in or in connection with the manufacture of fibrous plaster products in the State, excluding the county of Yancowinna.

Excepting employees of -

The Commissioner for Railways;

The Commissioner for Government Transport and the Commissioner for Motor Transport;
The Metropolitan Water, Sewerage and Drainage Board;

The Hunter District Water Board;

The Sydney County Council;

The Electricity Commission of New South Wales;

The Broken Hill Proprietary Company Limited;

Rylands Brothers (Australia) Proprietary Limited, at its works at Port Waratah, near Newcastle;

The Council of the City of Newcastle;

The Australian Gas Light Company;

The North Shore Gas Company Limited;

The Commissioner for Main Roads engaged in the maintenance of the Sydney Harbour Bridge;

And excepting -

Employees within the jurisdiction of the Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited) Industrial Committee,

the Welded and Weldless Steel-pipe Manufacture (Stewarts and Lloyds (Australia Proprietary Limited) Industrial Committee,

the County Councils (Electricity Undertakings) Employees Industrial Committee,

the Smelting &c. (Electrolytic R. & S. Company, &c.) Industrial Committee,

the Smelting (Sulphide Corporation Limited) Industrial Committee,

the John Lysaght (Australia) Pty. Ltd., Newcastle Industrial Committee

and the John Lysaght (Australia) Pty. Ltd., Port Kembla, Industrial Committee

P. J. SAMS *D.P.*

(084)

SERIAL C3358**BUILDING CRANE DRIVERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4625 of 2004)

Before Mr Deputy President Sams

9 November 2004

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

Clause No.	Subject Matter
1.	Arrangement
2.	Anti Discrimination
3.	No Extra Claims
4.	Rates of Pay
5.	Payment of wages
6.	Forms of employment
7.	Hours
8.	Overtime, Saturday, Sunday & Public Holidays
9.	Shift Work
10.	Fares and Travel Allowance
11.	Living Away from Home
12.	Allowances
13.	Annual Leave
14.	Sick Leave
15.	Carer's Leave
16.	Bereavement Leave
17.	Parental Leave
18.	Trade Union Training Leave
19.	Jury Service
20.	Holidays
21.	Union Picnic Day
22.	Termination of Employment
23.	Redundancy
24.	Settlement of Disputes
25.	Miscellaneous
26.	Leave Reserved
27.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

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 provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

3. No Extra Claims

It is a term of this award (arising from the decision of the Industrial Commission in Court Session in the State Wage Case of 29 May 1991) that the union(s) undertake(s), for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except when consistent with those principles.

4. Rates of Pay

- (i) The minimum rates of payment for the classification shown in Table 1 - Wages, of Part B, Monetary Rates, shall be ascertained by adding to the basic rate and the safety net adjustment as set out in the said Table 1. The basic rate is made up of the old adult basic wage and the former margin per week
- (ii) The rates of pay in this award include the State Wage Case - May 2004 adjustment as set out in Table 1 - Wages, of Part B, Monetary Rates, payable under the State Wage Case - May 2004 decision. This adjustment may be offset against:
 - (A) any equivalent overaward payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

5. Payment of Wages

- (i) Wages shall be paid weekly. Where an employer and an employee agree, the employee may be paid their wages by cheque or electronic funds transfer. An employee who by fault of the employer is kept waiting for their wages on pay day for more than six minutes after the usual finishing time for ceasing work, shall be paid at overtime rates after that six minutes until such time as the wages are paid.
- (ii) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to them up to the completion of their work on the previous day; provided that this subclause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.
- (iii) Upon termination of the employment, wages due to an employee shall be paid to them on the day of termination.

6. Forms of Employment

- (i) For full time employees engaged under this award employment shall be by the week. An employee to become entitled to payment on a weekly basis shall perform such work as the employer shall from time to time require on the days and during the hours usually worked.
- (ii) An employee not attending for duty shall, except as provided by clause 14, Sick Leave, of this award, lose their pay for the actual time of such non-attendance.
- (iii) Employment shall be terminated by a week's notice on either side, such notice to be given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, neglect of duty or misconduct, and in such cases wages shall be paid up to the time of dismissal only. An employee who cannot be usefully employed because of any strike shall be entitled to a week's notice or the payment of one week's pay in the event of the employer standing the employee down. Where an employer orders employees not to work on any day because of the state of the weather such order shall not deprive the employee of a claim for payment under the weekly engagement.
- (iv) Part-time Employment - An employer and an employee may agree for the employee to work on a part-time basis. Any agreement of this nature shall be in accordance with Part 5 of Chapter 2 of the *Industrial Relations Act 1996*.
- (v) Casual Employment- A casual employee shall be paid per hour an amount equal to one and one-fifth of the weekly rate prescribed in clause 4, Rates of Pay, of this award. (a casual employee means an employee who is dismissed or refused work without any fault of their own before the expiration of six days from the date he commences work.)

7. Hours

- (i) Except as provided elsewhere in this award, the ordinary working hours shall be 38 per week worked in accordance with the following provisions for a four week work cycle:
- (a) The ordinary working hours shall be worked as a 19 day four week cycle of eight hours each on Monday to Friday inclusive, between the hours of 7.00 a.m. and 6.00 p.m., with .4 of one hour of each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked: Provided that by agreement in writing between an employer and the employees, an alternate day in the four week cycle may be substituted for the fourth Monday as the day off paid as though worked, and where such agreement is reached all provisions of this award shall apply as if such day was the prescribed fourth Monday: Provided further that where such agreement is reached, the procedures applying to agreements on alteration of meal breaks as prescribed in paragraphs (a), (b), (c) and (d) of subclause (iv), Variations of Meal Breaks, of this clause shall apply.
 - (b) Where such fourth Monday or agreed rostered day prescribed by paragraph (a) of this subclause falls on a public holiday as prescribed in clause 20, Holidays, of this award, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next is agreed in writing between the employer and the employee.
 - (c) Each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
 - (d) An employee who has not worked, or is not regarded by reason of paragraph (c) of this subclause as having worked, a complete 19 day four week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
 - (e) The accrued rostered day prescribed in paragraphs (a) and (b) of this subclause shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project. In which case, in addition to accrued entitlements the employee shall be paid as prescribed for Saturday work in clause 8, Overtime, of this award.
 - (f) Provided that the above entitlement to payment for a rostered day off shall not apply to an employee working under a part time work arrangement pursuant to subclause 6 (iv) of this award; where the agreement specifies that the employee is paid for actual hours worked.
- (ii) Meal Break - There shall be a cessation of work and of working time, for the purpose of a meal on each day, of not less than 45 minutes, to be taken between noon and 1.00 p.m.
- (iii) Early Start - Provided that by agreement between the employer, the employees and the union, the working day being at 6.00 a.m. or at any other time between that hour and 8.00 a.m. and the working time shall then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period.
- (iv) Variation of Meal Breaks - Provided further that where, because of the area of location of a project, the majority of on site employees on the said project request, and the Site Management agrees to the request, the period of the meal break may be shortened to not less than thirty minutes with a consequential adjustment to the daily time of cessation of work, subject to the following procedure being observed:
- (a) The employer shall, within 24 hours from when he reaches agreement with the employees, notify by letter or facsimile, the unions registered to represent all the occupations working on the site (and who have reached agreement with the employer) of the site decision to vary the meal break.

- (b) A period of 5 ordinary working days shall be allowed to pass from the day on which the employer informs the unions, before the agreement is implemented.
- (c) Such an agreement shall be put into effect after passage of the 5 days' period of notice unless a party to the award with membership involved in the agreement refers the matter to the Industrial Commission of New South Wales in which event the agreement will not be implemented until a decision is made by the Commission or a further period of 5 ordinary working days has passed, whichever is the shorter.
- (d) There shall be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 a.m. and 11.00 a.m. or at such earlier time as may be mutually agreed upon.

8. Overtime, Saturday, Sunday & Public Holidays

- (i) For all time worked on week days, Monday to Friday, outside the hours prescribed in clause 7, Hours of Work, overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter. Overtime worked on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (ii) For all work done by a shift worker outside the ordinary hours of their shift, overtime rates shall be paid for at the rate of double time.
- (iii) An employee required to work overtime for at least one and one-half hours without being notified on the preceding day shall be paid by the employer as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, to meet the cost of a meal; provided that this clause shall not apply to an employee who is provided with reasonable board and lodging, or is receiving a distant job allowance in lieu thereof, as provided for in clause 11, Living Away From Home Allowance, of the parent award, and is provided with a suitable meal.
- (iv) When the period of overtime is two hours or more an employee shall be allowed a twenty minute meal break which shall be paid for at ordinary rates.
- (v) When overtime is worked it shall, wherever reasonably practicable, be so arranged that the employee has at least ten consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until such employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer such employee resumes or continues working without having had such ten consecutive hours off duty, the employee shall be paid at double rates until he is released from duty for such period, and then shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (vi) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) or a day worker required to work overtime on a Saturday, shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period.
- (vii) An employee occasionally required to hold themselves in readiness either at their home, their 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 holiday, shall be paid standing-by time at his ordinary rate of wages for the time from which the employee is told to hold themselves in readiness until released.
- (viii)

- (a) Employees who are required to work in inclement weather to complete a concrete pour to a practical stage shall be paid the rate of double time calculated to the next hour for the time so worked.
- (b) Except as provided in this subclause an employee shall not work or be required to work in the rain.
- (c) An employee shall be entitled to be paid for all time worked on a Sunday at the rate of double time, and in respect to time worked on a public holiday at the rate of two and one-half times the ordinary rate of pay prescribed in clause 4, Rates of Pay, of this award.

9. Shift Work

- (i) If two shifts are worked they shall be worked between the hours of 6.00 a.m. and midnight or between the hours to be fixed by agreement between the employer and the majority of employees concerned.
- (ii) Employees shall be paid at the rate of time and one-half when working on the afternoon and night shift on either a two- or three-shift system.
- (iii) When working shifts exceed four hours, crib time amounting to twenty minutes shall be allowed and shall be paid for on each shift.
- (iv) No shift shall be worked on a Saturday or Sunday except at overtime rates.
- (v) Notwithstanding anything elsewhere contained in this clause, where employees are required to work on a shift, not worked on a two- or three-shift system, which commences at or after 8.00 p.m. and which finishes at or before 6.00 a.m., such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and one-half. All time worked in excess of eight hours on such shift shall be paid for at the rate of double time. The calculation of such overtime shall be on the basis of each complete unbroken period of overtime.
- (vi) No employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.

10. Fares and Travel Pattern Allowance

- A The following fares and travel patterns allowance shall be paid to employees other than apprentices for travel patterns and costs peculiar to the industry which include mobility requirements on employees and the nature of employment on construction work.
- (i) When employed on work located within the county of Cumberland, county of Northumberland or county of Camden - an amount set out in Table 2 per day.
 - (ii) When employed on work located within a radius of 50 kilometres from the principle post office in the cities of Penrith, Newcastle, or Campbelltown, and the employers business or branch (other than a construction site) is established in such cities - an amount set out in Table 2 per day.
 - (iii) Provided that the allowance shall not be payable to an employee whose regular place of employment is a carpentry or joinery shop or painting shop or signwriting shop, except when an employee is required to commence work away from the regular place of employment.
- B Distant jobs

The allowances prescribed in 10A hereof shall be paid to employees employed on a distant job, when the work is performed within a 50 kilometre radius from the place where, with the employer's approval, the employee is accommodated for the distant job.

C Country radial areas

- (i) An employer whose business or branch or section thereof (for the purpose of engagement) is established in any place (other than on a construction site) outside the areas mentioned in 10A hereof, shall pay their employees the allowances prescribed in 10A hereof for work located within a radius of 50 kilometres from the post office nearest the establishment.
- (ii) Where the employer has an establishment in more than one such place, the establishment nearest the employee's nominated address shall be used, and employees shall be entitled to the provisions of 10D hereof when travelling to a job outside such radial area.

D Travelling outside radial areas

- (i) Where an employee travels daily from inside any radial or county area mentioned in 10A, 10B and 10C hereof to a job outside that area, the employee shall be paid:
 - (a) the allowance prescribed in 10A, 10B and 10C hereof;
 - (b) in respect of travel from the designated boundary to the job and return to that boundary:

the time outside ordinary working hours reasonably spent in such travel, calculated at ordinary hourly "on site" rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey;

any expenses necessarily and reasonably incurred in such travel, which shall be an amount set out in Table 2 per kilometre where the employee uses their own vehicle.

E Residing outside radial areas

An employee whose residence is outside the radial areas prescribed herein shall be entitled to the provisions of 10D(a) hereof, but not 10D(b) hereof.

F Travelling between radial areas

- (i) The provisions of 10D hereof shall apply to an employee who is required by the employer to travel daily from one of those areas mentioned in 10A and 10C hereof to an area, or another area, mentioned in 10A or 10C hereof.
- (ii) Provided that employees in New South Wales who are travelling between radial areas shall not receive any payments for time and expenses as prescribed in 10D(b) hereof unless the employer directs that the employee does so travel as a specific condition of employment.

G Provision of transport

- (i) Subject to 10G(ii), 10G(iii) and 10G(iv) hereof the allowance prescribed in this clause, (except the additional payment prescribed in 10D and 10E hereof) shall not be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's home to the place of work and return.
- (ii) The allowance prescribed in this clause shall be payable on any day for which the employer provides a vehicle free of charge to the employee and the employee is required by the employer to drive such vehicle from the employee's home to the place of work and return.
- (iii) Time spent by an employee travelling from the employee's home to the place of work and return outside ordinary hours shall not be regarded as time worked for any purpose of this award and no

travelling time payment shall be made except to the extent provided in and in accordance with 10D and 10E hereof and 37.4 and 29.2 of this award.

- (iv) Provided that 10G(ii) and 10G(iii) hereof shall have no application in the case of an employee directed by the employer to pick up and/or return other employees to their homes. Such an employee shall be paid as though the time taken was worked, but no allowance shall be paid.

H Requirements to transfer

As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer.

I Transfer during working hours

- (i) An employee transferred from one site to another during working hours shall be paid for the time occupied in travelling and, unless transported by the employer, shall be paid reasonable cost of fares by the most convenient public transport between such sites.
- (ii) Provided that where an employee agrees to their employer's request to use the employee's own car for such a transfer, the employee shall be paid an allowance at an amount set out in Table 2 per kilometre.

J Daily entitlement

- (i) The travelling allowances prescribed in this clause shall not be taken in to account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work and for the rostered day off as prescribed in this award. The allowances shall however be taken into account when calculating the annual leave loading.
- (ii) Subject to the foregoing provisions a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion or has walked instead of using a public conveyance.

K New South Wales fares and district boundaries

The boundaries for the purposes of 10A hereof are as follows:

- (i) Boundary of the County of Cumberland
Pacific Ocean, Hawkesbury River, Nepean River, Cataract River, Cataract Creek and Woodlands Creek.
- (ii) Boundary of the County of Camden
Woodlands Creek, Cataract Creek, Cataract River, Nepean River, Warragamba River, Wollondilly River, Uringalla Creek, Joarimina Creek, Shoalhaven River and Pacific Ocean.
- (iii) Boundaries of the Counties of Northumberland and Camden and Cumberland

The areas bounded by the intersecting points of the Pacific Ocean, Hunter River (including Fullerton Cove and the North Channel), Wollombi Brook, Parsons Creek, Darkey Creek, Howes Valley Creek, Macdonald River, Hawkesbury River, Nepean River, Warragamba River, Wollondilly River, Uringalla Creek, Barkers Creek, Joarimina Creek, and the Shoalhaven River.

L Apprentices

- (i) The following fares allowance and travelling allowance shall apply to carpenters', joiners', bricklayers', painters', plasterers', slaters', roof tilers', stonemasons' and tile layers' apprentices employed under the terms and conditions of this award for travel patterns and costs peculiar to the industry, which include mobility requirements on employees and the nature of employment on construction work:

When employed on work located within the counties of Cumberland, Northumberland or Camden - an amount set out in Table 2.

- (ii) Apprentices at a Master Builders' Association of New South Wales off-the-job training school shall not be paid any allowance in accordance with this clause unless such an apprentice is required to commence work away from the regular training school.
- (iii) Civil Engineering Carpenter apprentices shall receive the full entitlement as prescribed in 10A, 10B and 10C.

M. Travelling Time Allowance

An allowance per week as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall be paid by employers to employees to compensate for excess travelling time to and from places of work and particularly on the occasions when early starts of work are involved. This allowance remains constant and is paid for all purposes of this award, excepting overtime.

11. Living Away from Home Allowance

- (i) Qualification - An employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from their usual place of residence that they cannot reasonably return to that place each night.
- (ii) Employee's Address
 - (a) The employer shall obtain and the applicant shall provide the employer with a statement in writing of their usual place of residence at the time the employee is engaged and no subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.
 - (b) The employee shall inform the employer in writing of any subsequent change in their usual place of residence.
 - (c) The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.
- (iii) Entitlement - Where an employee qualifies under 11(i) above, the employer shall either -
 - (a) provide the worker with reasonable board and lodging; or
 - (b) pay an allowance per week of seven days as set out in Part B, Monetary Rates, but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance shall be paid an allowance per day: as set out in the said item. Provided that the foregoing allowances shall be increased if the employee satisfies the employer that he/she reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to the Industrial Commission; or
 - (c) in circumstances prescribed in 11(xi) provide camp accommodation and messing, constructed and maintained in accordance with 11(xiv).

"Reasonable board and lodging" shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or a twin room if a single room is not available.

(iv) Travelling Expenses - An employee who is sent by their employer or selected or engaged by an employer or agent to go to a job which qualifies them to the provision of this clause shall not be entitled to any of the allowances prescribed by clause 10, of this award, for the period occupied in travelling from his/her usual place of residence to the distant job, but in lieu thereof shall be paid:

(v) Forward Journey

(a) For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).

(b) For the amount of a fare on the most common method of public transport to the job (bus; economy air; second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting his tools if such is incurred.

(c) For any meals incurred while travelling an allowance per meal as set out Table 2.

Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues his/her employment within two weeks of commencing on the job and who does not forthwith return to his/her place of engagement.

(vi) Return Journey - An employee shall, for the return journey, receive the same time, fares and meal payments as provided in 11(v)(a) above, together with an amount as set out in Table 2 to cover the cost of transporting themselves and their tools from the main transport terminal to their usual place of residence.

(vii) Provided that the above return journey payments shall not be paid if the employee terminates or discontinues their employment within two months of commencing on the job, or if the employee is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

(viii) Departure Point - For the purposes of this clause, travelling time shall be calculated as the time taken for the journey from the Central or Regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

(ix) Daily Fares Allowance - An employee engaged on a job which qualifies them to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the allowance prescribed by clause 10, Fares and Travel Allowance covered by this award.

(x) Weekend Return Home - When an employee returns home for a weekend or part of a weekend and does not absent themselves from the job for any of the ordinary working hours inclusive of time worked for accrual purposes as prescribed in clause 7, Hours and clause 9, Shift Work, of this award no reduction of the allowances prescribed in 11(iii)(b) shall be made.

(xi) Construction Camps

(a) Camp Accommodation - Where an employee is engaged on the construction of projects which are located in areas where suitable board and lodging as defined in 11(iii) is not available, or where the size of the work force is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house the employees in a camp, such camp shall be constructed and maintained in accordance with subclause 11(xiv).

- (b) Camping Allowance - An employee living in a construction camp where free messing is not provided shall receive a camping allowance as set out in Table 2 for every complete week the employee is available for work. If required to be in camp for less than a complete week the employee shall be paid per day as set out in the Table 2, including any Saturday or Sunday if the employee is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance shall not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance shall not be payable for the Saturday and Sunday.
- (c) Camp Meal Charges - Where a charge is made for meals in a construction camp, such charge shall be fixed by agreement between the parties.

(xii) Rest and Recreation

- (a) Rail or Road Travel - An employee who proceeds to a job which qualifies them to the provisions of this clause may, after two months' continuous service thereon and thereafter at three monthly periods of continuous service thereon, return to their usual place of residence at the weekend. If the employee does so, they shall be paid the amount of a bus or second class return railway fare to the bus or railway station nearest their usual place of residence on the pay day which immediately follows the date on which they return to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend: Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further twenty-eight days after the expiration of any such period of two or three months as herein before mentioned, then the provisions of this subclause shall not be applicable.
- (b) Air Travel

Notwithstanding any other provisions contained in (a) above and in lieu of such provisions, the following conditions shall apply to an employee who qualifies under 11(i) above and where such construction work is located north of twenty-sixth parallel of south latitude in Western Australia or in any other area to which air transport is the only practicable means of travel an employee may return home after four months' continuous service and shall in such circumstances be entitled to two days' leave with pay in addition to the weekend. Thereafter the employee may return to their usual place of residence after each further period of four months' continuous service, and in each case they shall be entitled to two days' leave of which one day shall be paid leave. Payment for leave and reimbursement for any economy airfare paid by the employee shall be made at the completion of the first pay period commencing after the date of return to the job: Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further twenty-eight days after the expiration of any such period of four months as herein before mentioned, then the provisions of this paragraph shall not be applicable.

Remote areas of Western Australia: Employees on jobs north of latitude 26 degrees south or elsewhere in the State of Western Australia shall be entitled in accordance with this subclause to travel to their usual place of residence, or Perth which ever is the closest to the job and return provided that reimbursement of air fare in no case shall exceed the economy air fare from the job to Perth and return: unless an employee has been sent by the employer, or selected or engaged by the employer or agent, to go to such job from a place which is a greater distance from the job than Perth and the employee returns to that place, in which event reimbursement shall include the return air fare for the greater distance.

- (c) Limitation of Entitlement - An employee shall be entitled to either paragraph (a) or paragraph (b) herein and such option shall be established by agreement as soon as practicable after

commencing on distant work. The entitlement shall be availed of as soon as reasonably practical after it becomes due and shall lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. (Proof of such written notice shall lie with the employer).

- (d) Service Requirements - For the purpose of this subclause service shall be deemed to be continuous notwithstanding an employee's absence from work as prescribed in the clause or as prescribed in clause 13, Annual Leave, continuous service provisions, of this award.
 - (e) Variable Return Home - In special circumstances, and by agreement with employer, return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.
 - (f) Non-Payment in Lieu - Payment of fares and leave with pay as provided for in this subclause shall not be made unless availed of by the employee.
- (xiii) Termination - An employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.
- (xiv) Construction Camp Standards

Construction camps, as referred to in this clause, shall comply with the following standards:

- (a) The camp shall provide for accommodation in single rooms, of dimensions not less than 14 cubic metres per man and shall have a timber, aluminium or similar floor with floor covering provided. Each room shall be furnished with reasonable sleeping accommodation including a mattress, pillow and blankets together with a table or reasonable substitute therefore, a seat and a wardrobe for each person.
 - (b) Each room shall be fitted with a door and moveable window of reasonable dimensions fitted with a gauze screen. Each room shall be sealed and lined. Good artificial lighting shall be provided in each room.
 - (c) Except where corridor type barracks are provided, a veranda shall be constructed in front of each room. Where reasonably required, provisions shall be made for the heating of rooms or cooling by fan.
 - (d) Provisions shall be made in the camp for reasonable washing facilities including hot and cold showers. Reasonable provisions shall be made for the washing of clothes. Toilets shall be adequate and sewered where possible, situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths.
- Provisions shall be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health. In any such camp, messing shall be made available by the employer with provisions of a choice of meals.
- (e) Where construction camp accommodation is not provided and the employer provides caravan accommodation the employer and the unions shall confer as to reasonable standards for such accommodation. In the absence of agreement being reached, the matter shall be referred to the Commission.
- (xv) Alternative Paid Day Off Procedure - If the employer and the employee so agree in writing, the paid rostered day off as prescribed in clause 7, Hours of Work, may be taken, and paid for, in conjunction with the additional rest and recreation leave as prescribed in this clause or at the end of the project or on termination, whichever comes first.

12. Allowances

A. Industry Allowance

In addition to the rates prescribed in clause 4, Rates of Pay, an employee shall be paid an allowance at the rate per week as set out in Table 2 - Other Rates and Allowances of Part B, Monetary Rates, to compensate for the following disabilities associated with construction work (as defined):

- (a) climatic conditions when working in the open on all types of work;
- (b) the physical disadvantage of having to climb stairs or ladders;
- (c) the disability of dust blowing in the wind, brick dust and drippings from concrete;
- (d) sloppy and muddy conditions associated with the initial stages of the erection of a building;
- (e) the disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended, or a bosun's chair;
- (f) the lack of the usual amenities associated with factory work (e.g., meal rooms, change rooms, lockers).

B. Multi Storey Allowance

An employee required to work on the construction of multi-storey buildings shall be paid an allowance as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

C. Towers Allowance

An employee working on a chimney stack, spire, tower, radio or television mast or tower, other than above ground in a multi storey building, cooling tower, water tower or silo where the work exceeds 15 metres in height shall be paid for all work above 15 metres an amount per hour, with an amount per hour for work above each additional 15 metres. This allowance shall be paid in accordance with the rates as set out in Table 2 of this award, based on the cabin floor height.

D. Special Rates

- (i) Fumes - An employee required to work in a place where fumes of sulphur or acid or other offensive fumes are present shall be paid such rates as are agreed upon between The Construction, Forestry, Mining and Energy Union (NSW Branch) and the employer provided that, in default of agreement, the matter may be referred to the Industrial Relations Commission of New South Wales for the fixation of a special rate. Any special rate so fixed shall be paid from the date the employer is advised of the claim and thereafter shall be paid as and when the fume condition occurs, provided that there shall be no entitlement to claims for fumes which arise from the crane and its operation.
- (ii) Dirty Work - An employee engaged on unusually dirty work shall be paid an amount as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per hour extra. This allowance shall be payable when drivers assist in the actual work of jacking and dismantling of cranes but shall not be payable for the initial erection of cranes on-site, where such cranes have been freshly painted or cleaned.

These special rates shall be payable as a flat rate per hour worked.

13. Annual Leave

- (i) Annual leave shall be allowed in accordance with the terms and provisions of the *Annual Holidays Act, 1944*. During a period of annual leave an employee shall receive a loading calculated on the minimum rate of payment prescribed by clause 4, Rates of Pay, of this award. The loading shall be as follows:
 - (a) Day Workers - An employee who would have worked on day work only had he not been on leave, a loading of 17.5 per cent.
 - (b) Shift Workers - An employee who would have worked on shift work had he not been on leave, a loading of 17.5 per cent.
- (ii) Provided that where the employee would have received shift loadings had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5 per cent then the shift loadings will be added to the rate of wage prescribed in the said clause 4.
- (iii) Provided that where a rostered day off as prescribed in subclause (i) of clause 7, Hours, falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to the annual leave payments prescribed in the *Annual Holidays Act 1944*.
- (iv) Provided that the above entitlement to payment for a rostered day off shall not apply to an employee working under a part time work arrangement pursuant to subclause 6 (iv) of this award; where the agreement specifies that the employee is paid for actual hours worked.

14. Sick Leave

An employee on weekly hire who is absent from his work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence without reduction of pay, subject to the following conditions and limitations:

- (i) The employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- (ii) The employee, as soon as reasonably practicable and within twenty-four hours of the commencement of such absence, inform the employer of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) The employee shall prove to the satisfaction of their employer that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) The employee shall not be entitled during their first year of service with an employer to leave in excess of forty hours of working time.
- (v) The employee shall not be entitled during the second and subsequent years of service with an employer to leave in excess of sixty-four hours of working time.
- (vi) The employee shall accumulate sick leave from year to year so that any balance of the period specified in subclauses (iv) and (v), of this clause, that has not been allowed may be taken subject to the conditions contained herein.

15. Carer's Leave

- (1) Use of Sick Leave
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 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.

- (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:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of 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 paragraph (iii) who is ill.
- (3) Annual Leave
- (i) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(4) Time Off in Lieu of Payment for Overtime

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

(5) Make-up Time

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

16. 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) of this clause.
- (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 carer's leave as set out in paragraph (iii) of clause 15, Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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) and (5) of the said clause 15. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

17. Parental Leave

Chapter 2 of Part 4 of the *Industrial Relations Act* (NSW) 1996 shall operate as a provision of this award.

18. Trade Union Training Leave

- (i) Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union (as defined) to which he/she belongs shall, upon application in writing to the employer, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Australian Trade Union Training Authority.
- (ii) Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.
- (iii) Consultation may take place between the parties and the Australian Trade Union Training Authority, where appropriate, in the furtherance of this objective.
- (iv) For the purposes of this clause an "accredited representative of the union" shall mean a job steward recognised by the employer.

- (v) The following scale shall apply:

No. of employees	Max. no. of employees eligible to attend per year	Max. no. of days covered by this award eligible to attend training per year
Up to 15	1	5
16 - 30	2	10
31 - 50	3	15
51 - 100	4	20
101 and over	5	25

- (vi) The application for leave shall be given to the employer at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
 - (a) the name of the employee seeking the leave;
 - (b) the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
 - (c) the title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- (vii) The employer shall advise the union within 7 clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- (viii) The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- (ix) An employer 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 absence. For the purpose of this clause ordinary-time earnings shall be defined as the relevant award classification rate including supplementary payments, shift work loadings where relevant plus overaward payments where applicable.
- (x) Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in the 19-day month work cycle or with any concessional leave.

- (xi) Employees on request by their employer shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.
- (xii) Where an employee is sick during a period when leave pursuant to this clause has been granted, proof of attendance at the course is not required for that period and the employee shall receive payment if entitled under the provisions of clause 12, Sick Leave.
- (xiii) Leave of absence granted pursuant to this clause shall count as service for all purposes of this award.
- (xiv) Any dispute as to any aspect of the operation of this clause shall be resolved in accordance with the dispute settlement procedure of this award.

19. Jury Leave

An employee who is required to attend a Court on Jury Service shall have his pay made up of the difference between the "Jury Service Pay" and his award rate.

An employee working part-time who is required to attend for jury service during their agreed ordinary hours shall be paid in accordance with this clause on a pro rata basis.

20. Holidays

- (i) An employee shall be entitled to be absent from work without loss of pay on New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, or such other days that may be substituted therefore, together with all other gazetted holidays proclaimed to operate in the State of New South Wales; provided that the employee has worked as required by his employer the working day immediately before and the working day immediately after such a holiday or is absent with permission of his employer or is absent with reasonable cause.
- (ii) An employer who terminates the employment of an employee except for reasons of misconduct (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wage for each public holiday prescribed in subclause (i), of this clause, which falls within ten consecutive days after the day of termination.
- (iii) Where an employee is working on a part-time basis pursuant to the provisions of clause 6, the holidays provisions in this clause shall only apply in respect of that part of a holiday or group of holidays which coincides with the ordinary hours of part-time work applicable to that employee.

21. Picnic Day

- (i) The first Monday in December of each year shall be the union picnic day.
- (ii) All employees shall, as far as practicable, be given and shall take this day as picnic day and shall be paid therefore as for eight hours' work at the rate of pay prescribed in clause 4, Rates of Pay, of this award. An employee required to work on this day shall be paid at the rate of double time and one-half; provided also that an employee who attends for work as required on this day shall be paid for not less than four hours' work.
- (iii) An employer may require from an employee evidence of his attendance at the picnic and the production of the butt of the picnic ticket, issued for the picnic, shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless the evidence is produced.
- (iv) Where the employer holds a regular picnic for his employees on a day other than the first Monday in December, then such day may be given and may be taken in lieu of the first Monday in December.

22. Termination of Employment

- (i) One week's notice of termination of employment shall be given on either side or one week's pay shall be paid or forfeited.
- (ii) Notice given at or before the usual starting time of any ordinary working day shall be deemed to expire at the completion of that day's work.
- (iii) The employer shall provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.
- (iv) Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.
- (v) Termination of employment by an employer shall not be harsh, unjust or unreasonable.
- (vi) For the purposes of this clause, termination of employment shall include termination with or without notice.
- (vii) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.
- (viii) Provided that any dispute or claim arising out of paragraphs (i), (ii) and (iii) hereof shall be dealt with in accordance with the dispute settlement procedures contained within this award.

23. Redundancy

- (i) Definition: "Redundancy" means a situation where an employee ceases to be employed by an employer, respondent to this award, other than for reasons of misconduct or refusal of duty. "Redundant" has a corresponding meaning.
- (ii) Redundancy Pay: A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this award) with their employer, provided that any service prior to 22 March 1989 shall not be counted as service unless the employee is made redundant by the employer.

Period of continuous service	Redundancy/Severance Pay with an employer -
1 year or more but less than 2 years	2.4 weeks pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks pay
2 years or more but less than 3 years	4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay.
3 years of more but less than 4 years	7 weeks pay plus, for all service in excess of 3 years, 0.73 hour pay per completed week of service up to a maximum of 8 weeks pay.
4 years or more	8 weeks pay.

Provided that an employee employed for less than twelve months shall be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

- (iii) "Week's pay" means the ordinary time rate of pay at the time of termination for the employee concerned.

- (iv) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.
- (v) Any period of service as a casual shall not entitle an employee to accrue service in accordance with this clause for that period.
- (vi) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.
- (vii) An employer bound by this award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employee utilizes such a fund:
 - (a) payments made by a fund designed to meet an employer's liabilities under this clause to employees eligible for redundancy/severance pay shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the award benefit, whichever is the greater, but not both; or
 - (b) where a fund, which has been established pursuant to an agreement between unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall receive the fund payment or the award benefit, whichever is the greater, but not both.
- (viii) Service as an employee for the Crown in the Right of the State of New South Wales shall not be counted as service for the purpose of this clause.
- (ix) Employee leaving during notice - An employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and, if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.

A. Transmission of Business

- (i) Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:
 - (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.
- (ii) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

24. Settlement of Disputes

- (i) Where an employee or the workplace delegate has submitted a request concerning any matter directly connected with employment to a foreperson or a more senior representative of management and that

request has been refused, the employee may, if they so desire, ask the workplace delegate to submit the matter to management and the matter shall then be submitted by the workplace delegate to the appropriate executive of the employer concerned.

- (ii) If not settled at this stage, the matter shall be formally submitted by the State Secretary of the union to the employer.
- (iii) If not settled at this stage, the matter shall then be discussed between such representatives of the union, as the union may desire and the employer, who may be accompanied by or represented by such officers or representatives of an association of employers as the employer may desire, including, where agreed, processing the dispute through locally organised boards or committees set up by the parties for this purpose.
- (iv) If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of New South Wales.
- (v) Where the above procedures are being followed, work shall continue normally. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.
- (vi) Notwithstanding anything contained in the previous five (5) paragraphs, the respondents shall be free to exercise their rights if the dispute is not finalised within seven (7) days of notification.
- (vii) This clause shall not apply to any dispute as to a bona fide safety issue.
- (viii) Posting of Awards- Section 361 of the *Industrial Relations Act* which provides for the exhibition of industrial instruments in the workplace shall be a term of this award.
- (ix) Posting of Notices- An employer shall not prevent an official of the union authorised in writing in that behalf, from posting on an employer's premises or job a copy of any official notice of the union provided such notice is of reasonable size.

25. Miscellaneous Amenities

An employer shall provide all amenities to his employees in accordance with the provisions of the *Occupational Health and Safety Act 2000* and the regulations made under it; or any subsequent legislation that replaces this act.

Damage to Clothing

Compensation to the extent of the damage shall be made to an employee by an employer where in the course of their normal duties an employee's clothing is damaged or destroyed.

Radiators

Each crane cabin shall, unless otherwise heated, be equipped with a radiator which the employer shall install and maintain in good order and condition.

Protective Clothing

Where an employee is required to work in a place where, in the absence of protective clothing or boots, their clothing or boots will become wet, such employee shall be provided with waterproof clothing and boots.

Protective Glasses

A crane driver who, during the course of their work, is affected by bright glare from sunlight in the cabin of the crane, shall be supplied with suitable glasses for the protection of the eyes. Such glasses shall remain the property of the employer.

26. Leave Reserved

Leave shall be given to the Construction, Forestry, Mining and Energy Union (New South Wales Branch), to apply to the Industrial Relations Commission of New South Wales as it sees fit in respect of any movement in the wage rates and conditions of the Building and Construction Industry (State) Award.

27. Area, Incidence and Duration

- (i) This award rescinds and replaces the following awards:
- (a) the Building Crane Drivers (State) Award published 13 July 1977 and reprinted 26 October 2001 (228 I.G. 1275) and all variations thereof.
 - (b) the Building Crane Drivers (Expense Related Allowances) Award 1992 published 5 August 1994 (281 I.G. 340) and all variations thereof.
 - (c) the Building Crane Drivers (State) 1996 Wages Adjustments Award published 7 February 1997 (296 I.G.271) and all variations thereof.
- (ii) It shall apply to crane drivers employed by members of The Master Builders' Association of New South Wales, engaged in the course of erection or demolition, driving cranes that are normally used on this type of work and generally considered to be either the Lofty Crane category as defined in the terms of the Engine Drivers, &c., General (State) Award, or cranes capable of performing this work.
- (iii) Unless otherwise expressly stipulated by this award or specified in any subsequent variation thereof, no employee shall be reduced in status or position nor have their rate of remuneration reduced or any of their conditions of employment adversely affected merely as a consequence of the making of this award.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect from the beginning of the first full pay period to commence on or after 9 November 2004.
- (v) This award remains in force until varied or rescinded for the period for which it was made already having expired.

PART B

MONETARY RATES

Table 1 - Wages

Classification	Base Rate Per Week \$	Safety Net Adjustment Per Week \$	Total Margin Per Week \$
Lofty Crane Driver	495.20	142.00	637.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1.	8(iii)	Overtime meal allowance	\$10.20 per meal
2.	8 (iii)(a)	Meal interval	\$10.20 per meal
3.	10A(i)	Travel Allowance	\$12.80 per day
4.	10A(ii)	Travel within 50 klm from depot	\$12.80 per day
6.	10D (i)(b)	Excess travel	\$0.38 cents per klm

5.	10I(ii)	Transfer of work sites	\$0.71 cents per klm
7.	10M	Travelling time allowance	\$8.85 per week
8.	11 (iii)(b)	Living away from home weekly rate	348.10 per week
9.	11 (iii)(b)	Living away from home daily rate	49.80 per day
10.	11 (v)(c)(iii)	Meals while travelling	10.20 p/meal
11.	11 (vi)	Return journey	16.60
12.	11 (xi)(b)	Weekly camping rate	139.40 per week
13.	11 (xi)(b)	Daily camping rate	20.00 per day
14.	12A	Industry Allowance	\$21.10 per week
15.	12B	Multi Storey Allowance - From 4th floor level to 10th floor level From 11th floor level to 15th floor level From 16th floor level to 20th floor level From 21st floor level to 25th floor level From 26th floor level to 30th floor level From 31st floor level to 40th floor level From 41st floor level to 50th floor level From 51st floor level to 60th floor level From 61st floor level onwards	\$0.42 per hour extra \$0.48 per hour extra \$0.56 per hour extra \$0.71 per hour extra \$0.86 per hour extra \$0.91 per hour extra \$1.05 per hour extra \$1.20 per hour extra \$1.27 per hour extra
16.	12C	Towers Allowance Up to 15 metres For every additional 15 metres	\$0.48 per hour \$0.48 per hour
17.	12D(ii)	Dirty work	\$0.48 per hour extra

P. J. SAMS *D.P.*

 Printed by the authority of the Industrial Registrar.

(1173)

SERIAL C3391

**SCHERING-PLOUGH (PLANT EMPLOYEES) ENTERPRISE AWARD
1996**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4671 of 2004)

Before Mr Deputy President Sams

15 November 2004

REVIEWED AWARD

1. Title

Schering-Plough (Plant Employees) Enterprise Award 1996.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement

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4. Date and Period of Operation
5. Relationship to Parent Awards/Previous Enterprise Awards
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7. Award to be Displayed

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9. Consultative Committee

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 - (i) Provisions Modified
 - (ii) Provisions Deleted.

PART A

PRELIMINARIES

3. Parties to the Award

This award shall be binding upon Schering-Plough Pty Ltd, located at 11 Gibbon Road, Baulkham Hills, New South Wales, and the Shop, Distributive and Allied Employees' Association, New South Wales, in respect of employees engaged in the packaging, manufacturing, laboratory and warehouse operations who are employed under the classifications specified in clause 12, Position Classifications, of Part B, Employment Terms and Classifications.

4. Date and Period of Operation

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Schering-Plough (Plant Employees) Enterprise Award 1996 published 28 June 2002 (334 I.G. 738) and all variations thereof.

The award published 11 October 1996 took effect from 25 June 1996 and the variations thereof incorporated herein in the dates set out in the attached Schedule G.

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) are set out in the attached Schedule H and take effect 15 November 2004.

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

5. Relationship to Parent Awards/Previous Enterprise Awards

The terms and conditions of the award published 11 October 1996 replace in total the terms and conditions of the Schering-Plough (Plant Employees) Enterprise Agreement 1993 and the relevant industrial awards: the Drug Factories (State) Award published 8 November 1991 (265 I.G. 1356), as varied, and the Warehouse Employees - Drug (State) Award published 24 January 1992 (267 I.G. 538), as varied.

6. Purpose of Award

For Schering-Plough to become a strong and competitively viable pharmaceutical company in Australia, it is essential that a strong partnership is fostered between the parties, based on trust, thereby laying the foundation for ongoing consultation and communication.

Accordingly, all parties will work together in an open and co-operative manner towards the achievement of organisation goals. We are committed to the adoption of a flexible and positive attitude towards the process of change, to introduce improvements to working conditions and practices for the mutual benefit of all concerned, as evidenced in our Enterprise Bargaining Vision and Mission.

Vision:

To develop and maintain an enterprise award unique to Schering-Plough, for the mutual benefit of all, to improve the working environment, increase quality and productivity, to be the best.

Mission:

To co-operate positively to increase the efficiency, productivity and competitiveness of the Company.

To enhance the career opportunities, quality of life, and job security of employees.

We will achieve our mission by:

Being fully committed to ensuring a highly effective, safe and healthy work.

Recognising the worth and dignity of all employees, promoting pride and a sense of ownership through teamwork.

Providing equal opportunities for all employees by offering training, career path programs, recognition and rewards.

Eliminating barriers to workplace communication.

Gaining a mutually beneficial agreement by nurturing trust and honesty in all communication and negotiations between all employees.

To Strive: To Achieve: To: Gain

We are committed to the principles of:

Ongoing Consultation.

Collaboration and Co-operation.

Occupational Health and Safety.

Manufacturing Practice.

Specifically, improvements which the parties aim to introduce during the life of this award are:

Productivity improvements, measured by the setting and monitoring of productivity targets and the linking of them to pay increases.

The introduction of new and/or redesigned work practices by employees with the guidance of the Consultative Committee.

The principle being that individuals and teams can and should re-design their own work to improve flexibility, efficiency and productivity.

The opportunity for employees to be appraised and, accordingly, paid in a fair and equitable manner, based on competencies, as well as measured team and individual contribution to Company goals.

Employee empowerment through training and development, in order to build and enhance competencies and to give employees more flexibility, variety, responsibility and accountability for their work.

Encouragement of teamwork, participation, pride and commitment.

The adherence to existing and new methods to ensure high standards of health and safety for all employees (OH&S).

The compliance with all established and new policies, procedures and regulations to achieve Good Manufacturing Practice (GMP).

7. Award to be Displayed

Copies of this award shall be displayed in places readily visible and accessible to all parties covered by this award.

8. Definitions

"Company" shall mean Schering-Plough Pty Ltd.

"Employee" shall mean any person employed by Schering-Plough Pty Ltd engaged in any of the positions listed in clause 12, Position Classifications, of Part B, Employment Terms and Conditions.

"Union" shall mean the Shop, Distributive and Allied Employees' Association, New South Wales.

"Service" shall mean a continuous period of employment with the Company.

"Day Shift" means a shift worked between the hours of 6.00 a.m. and 6.00 p.m.

"Afternoon Shift" means a shift finishing after 6.00 p.m. but no later than midnight.

"Night Shift" means a shift finishing after midnight but no later than 7.00 a.m.

"Morning Shift" means a shift commencing before 6.00 am.

"Full-time Employee" means a person employed on a weekly basis whose standard hours of work are 76 per fortnight.

"Part-time Employee" means a person employed on a weekly basis whose standard hours of work are less than 76 per fortnight.

"Redundancy" describes the situation where a position ceases to exist as a consequence of, for example, the introduction of new technology, restructuring or down sizing.

"Retrenchment" describes the situation where there is no gainful employment for the employee because their position has become redundant and there is no suitable alternative position available within the Company.

"Casual Employee" means a person employed on an hourly basis and paid by the hour.

"EFT" means electronic funds transfer.

9. Consultative Committee

A Consultative Committee comprising Company management and employee representatives shall be established. This Committee will be responsible for guiding, monitoring and communicating the progress of actions required to be implemented during the life of this award and for initiating appropriate action where successful implementation is not being achieved.

The Committee will also be responsible for dealing with new issues that arise and need to be dealt with that are within the parameters of this award. Additionally, the role of the Committee can be to offer employees an avenue which provides an alternative vehicle for grievances, complaints or other issues to be raised.

The Committee will assist to ensure that all parties live up to the Enterprise Bargaining Vision, Mission and Principles articulated in clause 6, Purpose of Award, of Part A, Preliminaries. It shall be a forum for open discussion and shall meet at least quarterly to discuss matters consistent with the objectives of this award. Ground rules to assist the Committee in carrying out its responsibilities are contained in Schedule C - Consultative Committee Ground Rules, of Part G, Schedules.

The Committee shall comprise one Union delegate and employee representatives from each of the following departments:

Packaging	one employee
Manufacturing	one employee
Quality Control/ Assurance	Quality one employee
Warehouse	one employee

In addition, one employee from any of the above departments to represent employees working on afternoon or night shifts.

The Union organiser shall be allowed at any time to participate at any of the Committee meetings to advise the Committee or to represent the employees in negotiations with the Company.

An open invitation is extended to one additional employee from each department to sit in on Committee meetings as an observer.

The number of management representatives will not exceed the number of employee representation and will include a representative from the Human Resources Department.

Employee representatives will be elected by the employees of the respective departments in a manner determined by such employees.

PART B

EMPLOYMENT TERMS AND CLASSIFICATIONS

10. Terms of Engagement

- (a) All employees shall be engaged as permanent or temporary. Permanent employees may be employed as full-time employees or may be employed as part-time employees.
- (b) Temporary employees may be employed as full-time, part-time, casual or fixed-term contract employees. The Company may engage such employees to work for a temporary period of time for special purposes, such as to replace an employee on maternity leave, extended leave or for seasonally high or short-term high work loads. Such employees must be informed of the fixed period of time for which they will be employed, including the date at which employment must cease.
- (c) For permanent (and temporary) employees, the first one-month of employment shall be a probationary period. At the end of the probationary period permanent employment will be confirmed, subject to the completion of a satisfactory performance appraisal, which confirms the employee's ability to perform the duties of the position.
- (d) The Company shall inform each employee, in writing at the time of engagement, of the terms of his or her engagement. Such terms will include the date of the engagement, the nature of the employment (as per this clause), the probationary period, the hours of work and shift, the position classification, the wage rate and any special allowance.
- (e) The Company may change an employee's hours on seven days' notice of such change, providing:
 - (i) such change is not outside the provisions of this award;
 - (ii) the employee is properly consulted about such change prior to notification and implementation of such change;
 - (iii) the reason for such change can be reasonably justified by the Company; and
 - (iv) the Company will not request any change, which may be considered harsh, unfair, unjust or unreasonable.

11. Part-time, Casual Employees and Job Sharing

- (a) Permanent or Temporary Part-time Employees
 - (i) The ordinary hours of work for part-time employees will be less than the hours worked by full-time employees and shall not exceed the hours specified in paragraphs (a) and (b) of subclause (ii) of clause 24, Standard Hours of Work, of Part D, Hours of Work, or be less than 16 hours per week.
 - (ii) Part-time employees shall be paid at an hourly rate of pay which shall be at the rate of one thirty-eighth of the weekly wage of the appropriate position classification as described in Part A of Schedule B - Wage Rates and Allowances, of Part G, Schedules.

- (iii) All other provisions of this award shall apply to part-time employees on a pro rata basis for each employee in proportion of the normal ordinary hours worked by weekly employees in the department in which the part-time employee is employed.
- (b) Casual Employees
- (i) Casual employees shall be paid an hourly rate of pay which shall be at the rate of one thirty-eighth of the weekly wage of the appropriate position classification as described in Part A of the said Schedule B.
 - (ii) In addition to the hourly rate, a casual loading of 20 per cent will be paid for all hours worked.
 - (iii) Casual employees will be paid a minimum of four hours' payment on any one day.
 - (iv) Casual employees will be paid annual leave at the rate of one-twelfth of their hourly rate (including the casual loading) for all standard hours worked.
 - (v) Casual employees are normally employed to assist with peak work loads over a short duration. The period of continuous employment of a casual employee is not expected to exceed three months as a maximum.
- (c) Job Sharing
- (1) Definition

Job sharing is an arrangement where two employees voluntarily share all of the duties and responsibilities of a permanent full-time position. Job sharing is subject to approval by Schering-Plough, based on business needs and is, by necessity, completely voluntary on the part of the job share partners.
 - (2) Access to Job Sharing
 - (i) Job sharing will be available, by agreement between the relevant manager, taking account of business needs, and the employees concerned.
 - (ii) Schering-Plough's Human Resources Department will co-ordinate employees' requests in relation to job sharing.
 - (3) Hours of Work
 - (i) The job sharers, in conjunction with the appropriate manager, will determine how the job is to be split and agree to the hours.
 - (ii) The hours of work of the job share team shall not exceed standard hours per four-week cycle, except where paid as overtime.
 - (iii) A job sharer's four-week cycle will be set as ordinary pattern of hours and will not be changed except by mutual consent of both job sharers and Schering-Plough.
 - (4) Overlap Came

Communication between the two job sharers of a position can be of vital importance in many positions. Where continuity is needed, and subject to the manager's agreement, each sharer's normal established hours may include time for mutual discussion and briefing.
 - (5) Absences on Leave

- (i) In the case of a short-term casual absence, such as sick leave of the job sharer's partner, the remaining job sharer may volunteer to relieve.
- (ii) In the case of planned or structured absence, the job sharers should take leave separately, whenever possible; the remaining job sharer shall relieve.

Where business needs dictate that the absence of the job sharer be covered, the remaining job sharer shall relieve.

- (iii) Where a planned or structured absence of one job sharer is relieved by the remaining job sharer for less than a four-week cycle, the aggregate number of hours worked by the remaining job sharer shall not exceed those of a full-time employee.

(6) Overtime

- (i) A job sharer shall be paid overtime in accordance with clause 30, Overtime, of Part D, Hours of Work, until the completion of the overtime worked and shall apply in the following instances: time directed to be worked in excess of the ordinary pattern of hours for the four-week cycle as stated in the job sharing agreement; or time for which a full-time employee would have received overtime.
- (ii) A job sharer who volunteers to relieve in the other portion of the job sharing position during periods of sick leave, annual leave or other authorised absences shall, however, only be entitled to payment at single time should the job sharer volunteer to relieve. Work performed in excess of the standard hours for that position will be paid for at the standard overtime rates in accordance with the said clause 30.

(7) Salary and Conditions of Employment

Subject to this award, the Drug Factories (State) Award and the Warehouse Employees - Drug (State) Award, job sharers receive pro rata pay and conditions, including fringe benefits, for the relevant classification of the position filled in proportion to the hours worked by each job sharer.

(8) Contract of Employment and Job Sharing Award

- (i) The working arrangements and responsibilities for a particular position shall be mutually determined by Schering-Plough and both sharers, including any variations in such working arrangements and responsibilities that may be required to be made from time to time.
- (ii) The contract of employment will incorporate such matters as the number of hours to be worked by each job sharer, when those hours are to be worked, overlap time, the job description for the position and procedures that outline the termination of the contract. The job description issued will be that prepared for the established position.

(9) Vacation of Job

- (i) The status, classification, nature and responsibility of a shared position shall not alter, whether the position is being filled on a share or individual basis.
- (ii) An individual job sharer may indicate their intention to terminate a job sharing arrangement on the giving of two weeks' notice in writing to Schering-Plough.
- (iii) In the event that one job sharer vacates the position for whatever reason, the remaining job sharer is to be provided with the option, in the first instance, of having sole appointment to the position and assuming all work and hours. If this is unacceptable to the employee who requests to continue on a job share basis, Schering-Plough will actively

endeavour to find a new job share partner and a new agreement is to be negotiated. Alternatively, the remaining employee can be offered an opportunity to share in another position, subject to business needs and availability.

- (iv) An employee retains the option of returning permanently to their former mode of employment, whether part-time or full-time, but this is not an entitlement and will depend on whether a suitable position can be found.

(10) Continuity of Service

A change in the mode of employment from full-time or part-time to job sharing or vice versa does not break continuity of employment or service.

Access to all employee programs and activities remain unchanged.

All accrued benefits are fully transferable from one mode of employment to another.

12. Position Classifications

During the life of this award the current position classifications will gradually be replaced by the introduction of a competency-based system. This will be implemented on a department-by-department basis and will be developed in consultation and cooperation with the department employees concerned. All parties are committed to the introduction of the competency-based system, which will be linked to pay, performance, assessment, training and development and career progression, over time.

Up until the time of implementing the competency-based system in any one department, at this point in time the position classifications set out below in this award will apply.

Employees shall be engaged to work in any of the position classifications described in this clause. The descriptions are intended only to clarify the main differences between positions, not to describe the full duties of the positions. Full descriptions of each position are described in the Company's Position (Job) Descriptions.

Position Title	Description
Packaging Operator	A person who performs filling and packaging operations of manufactured bulk and semi-finished pharmaceutical products in the Packaging Department.
Labeller	A person employed to maintain control of labels and carton coding in the Packaging Department.
Brander	A person who operates the branding machinery in the Manufacturing Department.
Line Attendant	A person employed to service the Packaging Department by transferring materials to and from the packaging lines and cleaning packaging equipment and associated areas. May include setting up and pulling down of packaging equipment and machinery.
Packaging Co-ordinator	A person employed to direct, control and train operators in the Packaging Department according to SOP's and Company guidelines.
Manufacturing Operator	A person who performs the manufacturing operations of converting raw materials into in-process and finished bulk pharmaceutical products in the Manufacturing Department.
Chemical Manufacturer	A person employed in the Manufacturing Department who processes pharmaceutical products involving a chemical change.
Manufacturing Co-ordinator	A person employed to direct, control and train operators in the Manufacturing Department according to SOPs and Company guidelines.
Storeperson	A person employed in the Finished Goods or Materials Warehouse engaged in all receiving and dispatch operations of products and materials.
Warehouse Leading Hand	A person employed as a storeperson who is in charge of the work of other storepersons in the Finished Goods or Materials Warehouse

Inspector QC/QA	A person employed in the Quality Control or Quality Assurance sections of the laboratory to conduct routine sampling and testing of starting and in-process materials, plus conduct in-process checks within the Manufacturing and Packaging Departments.
Laboratory Analyst	A person employed in the Quality Control Laboratory engaged in routine chemical analysis of starting, in process and bulk materials and who has attained a certificate/diploma in chemistry.
Trainee Analytical Chemist	A person employed in the Quality Control Laboratory engaged in routine chemical analysis of starting, in process and bulk materials and who is currently studying to attain a degree in science or chemistry at university or equivalent.
Analytical Chemist	A person employed in the Quality Control Laboratory engaged in routine chemical analysis of starting, in process and bulk materials and who has attained a degree in science or chemistry at university or equivalent.

13. Experience Levels

Experience Level 1	Applies to an employee who is newly appointed into the position who has little or no previous industry experience in the work to be performed. Progression to Level 2 requires, as a minimum, the successful completion of the one-month probationary period, plus the attainment of all basic skill levels for the position.
Experience Level 2	Applies to an employee who has completed successfully a one-month probationary period at Level 1, as well as attaining basic skill levels required or is a new employee with no less than two years' industry experience and has successfully completed the basic training required for the position and is from competent in the basic operations of the work to be performed. Progression Level 1 to Level 2 for a new employee is not automatic after the one-month probationary period if it is assessed that basic skills levels have not been attained.
Experience Level 3	Applies to an employee who has worked in this type of position in the industry for no less than three years and is fully competent in the performance of the work to be performed and has successfully completed a one-month probationary period at Level 2.
Advanced Level	Applies to an employee who is appointed to the Advanced Level and who would be expected to have progressed through Experience Levels 1 to 3 in the position classification either within Schering-Plough or the industry. To qualify for the Advanced rating, the employee would have the experience and competencies to perform multiple functions and/or highly skilled tasks within the classification and require minimum direction and guidance in the performance of the work to be performed. Appointment to this level is not automatic but is at the recommendation of management. The Consultative Committee may be used if any grievances arise and mediation is required.

14. Additional Classifications

Fork Lift Operator

Applies to employees employed in any classification covered in this award who hold a Fork Lift Licence and are required to operate a fork lift as part of their duties.

Leading Hand

Applies to employees who are employed in any classification (other than co-ordinator or shift leading hand) who are employed to be in charge of the work of other employees in addition to their normal duties. An employee being paid the leading hand allowance is regarded, and will be titled as, "leading hand" whilst in that position, whether in a permanent or relief situation.

Shift Leading Hand

Applies to employees who are employed in any classification (other than a co-ordinator) who are appointed to be in charge of an afternoon or night shift as part of their duties. An employee being paid the leading hand allowance is regarded, and will be titled as, "leading hand" whilst in that position, whether in a permanent or relief situation.

15. Work Flexibility

In keeping with the award principles, and for the purpose of increasing productivity and operational flexibility and effectiveness, as well as enhancing career opportunities for employees, the Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent within the classification structure of this award, provided that such duties are not designed to promote deskilling. Additionally:

- (a) The Company may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment and has been judged as being competent in the use of such tools and equipment by a qualified person.

- (b) Employees shall perform such work as is reasonably and lawfully required of them by the Company, providing the work is consistent with the Company's responsibilities, by adopting existing and newly introduced methods of ensuring a high standard of health and safety for all employees; for example:

complying with all regulations covering the wearing and use of safety equipment (refer further to clause 47, Protective/Safety Equipment and Clothing, of Part F, Other Conditions);

assisting in identifying and reporting unsafe work practices;

working in a manner which is safe for the individual and fellow workers.

(Refer also to clause 49, Safety, Health and Welfare, of the said Part F.)

- (c) Employees shall take all reasonable steps according to established procedures to ensure the quality, accuracy and completion of any job or task assigned to the employee by the Company.
- (d) Employees shall not impose or enforce demarcation barriers between the position classifications covered by this award, provided it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- (e) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times, provided that appropriate consultation between the Company and the employee(s) has taken place.
- (f) An employee who detects any defects, faults or deviation from standards in relation to products or process should take reasonable steps to inform his or her supervisor of such deficiency to assist the Company in maintaining high operational and quality standards.
- (g) All parties are committed to the principles of Good Manufacturing Practice, achieved through compliance with established and future policies, procedures and regulations; for example:

training, familiarisation and use of all relevant SOP's policies and procedures;

maintaining a high standard of Good Manufacturing Practice through self-management on a day-to-day basis.

- (h) All parties are also committed to the development of programmes that will assist and encourage employees to take more responsibility for their day-to-day operational activities. It is the responsibility of the Consultative Committee to ensure that action plans are developed and implemented to achieve this goal in Stage 1 of Schedule A - Concept and Agenda Items - Stages I, II and III, of the life of this award, and will include, for example:

in-process monitoring and testing;

job flexibility and sharing;

interaction and impact on scheduling;

operator interactions; and

a role in the decision-making.

16. Training and Development Programmes Aimed at Multi-skilling and Job Rotation

- (a) The parties to this award recognise that, in order to increase the efficiency, productivity and competitiveness of the Company, training and development are essential. To ensure this is achieved, a competency-based system, multi-skilling and job rotation programmes will be implemented.

Accordingly, the parties commit themselves to:

- (i) providing employees with career opportunities through appropriate training to acquire additional competences;
- (ii) developing a highly competent and flexible workforce; and
- (iii) removing barriers to the utilisation of competencies acquired.
- (b) If the Company requests an employee to undertake a training course which has been arranged by the Company, the following shall apply:
- (i) The employee will not suffer any loss of ordinary pay for training undertaken during ordinary working hours.
- (ii) The Company will pay the costs associated with the course.
- (iii) Travelling time and travel costs incurred by the employee to attend a training course on a normal working day at a place other than his or her usual place of work shall be paid for as prescribed in clause 51, Travelling to Other Locations, of Part F, Other Conditions.
- (c) If an employee elects to undertake an educational course in his or her own time at a university or TAFE college in a field relevant to his or her employment, the employee may apply to the Company for educational assistance. Educational assistance granted by the Company will include:
- (i) Reimbursement of costs associated with standard fees for prescribed courses and prescribed textbooks upon production of evidence of such expenditure and the presentation of reports of satisfactory completion of subjects undertaken, at the conclusion of each semester.
- (ii) Examination or study leave for a period of up to eight hours per subject during normal working hours without loss of normal pay to prepare for and undertake final examinations for each subject undertaken. Leave need not automatically be provided to employees to sit for examinations, which that employee has attempted and failed on at least two previous occasions.

- (iii) The provision of educational assistance may be withdrawn if an employee consistently fails subjects and is not progressing through their prescribed course, i.e. as a guide, the withdrawal of support may apply once an employee has failed twice in two or more subjects; however, each case will need to be reviewed on its merits, taking into account the overall circumstances. The need for counselling should also be considered to assist the employee if agreed standards are not being met.
- (iv) No deductions shall be made from any leave due or from ordinary weekly wages due for time off required by employees to sit for examinations relevant to their employment
- (v) Trainee Analytical Chemists who, as part of their training, attend technical college classes in approved subjects shall be allowed to attend at such classes on one half day each week during ordinary working hours without loss of pay, subject to the employee not consistently failing, i.e. has failed at least two consecutive attempts of the same subject. Company discretion may be used in some instances.

17. Develop and Utilise Productivity Measurements Parameters Across All Departments

To ensure productivity gains are achieved in accordance with this award, the parties agree to jointly develop and implement productivity measures and targets in all departments, by the end of Stage 1 of Schedule A - Concept and Agenda Items - Stages I, II and III, of Part G, Schedules.

PART C

WAGE RATES AND ALLOWANCES

18. Weekly Wage Rates

(a) Adult Employees

The weekly wage rates to be paid to adult employees shall be as set out in Part A of Schedule B - Wage Rates and Allowances, of Part B, Schedules.

(b) Junior Employees

The weekly rates of pay for junior employees shall be the following percentages of the weekly rate for the appropriate adult classification referred to in subclause (a) of this clause:

	Percentage
Under 17 years of age	60 per week
At 17 years of age	70 per week
At 18 years of age	90 per week
At 19 years of age and over	100 per week

(c) Special Rates

Special rates for the classifications listed below as described in clause 14, Additional Classifications, of Part B, Employment Terms and Conditions, shall be added to an employee's normal weekly rate of pay, where applicable, and will apply to benefits for all purposes of the award:

- (i) Forklift - Refer to Schedule B
- (ii) Leading Hand - Refer to Schedule B

- (iii) Shift Leading Hand -Refer to Schedule B

19. Allowances

- (a) Meal Allowance (clause 32, Meal Allowance, of Part D, Hours of Work) - refer to Schedule B
- (b) First-aid Allowance (clause 52, First-aid Attendants, of Part F, Other Conditions) - refer to Schedule B
- (c) Vehicle Allowance (subclause (d) of clause 51, Travelling to Other Locations, of Part F) - refer to Schedule B

20. Shift Allowances

- (a) Employees who are engaged to work their standard hours on their rostered day off (RDO) on morning shift, afternoon shift or night shift shall be paid the following shift allowances, in addition to their appropriate rate of pay:

	Percentage
Morning Shift	15
Afternoon Shift	15
Night Shift	20

- (b) Shift allowances are paid only for standard shift hours worked and are not paid on any other allowances, overtime (except for RDO's worked on morning, afternoon or night shift), leave or other payments subject to the outcome of (c) of Schedule A - Concept and Agenda Items - Stages I, II and III, of Part G, Schedules.

21. Mixed Functions

Any employee called upon to do work at a higher classification other than that in which he or she is working (as described in clause 12, Position Classifications, of Part B, Employment Terms and Conditions), or work which qualifies for an additional classification (as described in clause 14, Additional Classifications, of the said Part B) for a period of at least one shift, shall be paid at the rate for such higher classification for the time so employed. An employee called upon to work at a higher classification as detailed above on overtime shall be paid at the higher rate for such classification for the period worked only if the employee has been operating at the higher classification for the shift preceding the overtime or when the overtime is worked on Saturdays, Sundays or public holidays.

22. Payment of Wages

- (a) Wages shall be paid weekly on Thursdays for all time worked after the normal ceasing time on Wednesday of the previous week until the normal ceasing time on the following Wednesday, being the day preceding pay day.
- (b) The frequency with which employees are paid may be changed during the life of this award, on the condition that the change is accepted by the majority of employees and the frequency is no greater than fortnightly.
- (c) Wages may be computed for payroll purposes on the Tuesday of each week to ensure payment is available to employees by pay day. Unless the working hours of an employee are known by the pay office for the period from ceasing time on Tuesday until ceasing time on Wednesday, the employee will be deemed to be working normal hours and be paid as such. Should the actual hours be different to the paid "deemed" hours, adjustments will be made in the following week's pay.
- (d) Wages will be paid by means of electronic funds transfer (EFT) for all employees.

23. No Extra Claims

The Union will undertake that, during the period of operation of this award, there shall be no further wage or allowance increases sought or granted, except for those provided under the terms of this award and for those which are consistent with the principles of State Wage Case decisions.

PART D

HOURS OF WORK

24. Standard Hours of Work

The parties are committed to the principle that significant productivity gains can be realised through the implementation of greater flexibility in working hours; specifically, the introduction of a nine-day fortnight.

Both parties agree that the nine-day fortnight will be implemented across the entire Technical Operations Division and that each department will be responsible for the timing of the two rostered days off per each four-week cycle in order to meet that department's particular needs. It is imperative that this is done in the spirit which recognises:

- (i) that the intention is to maximise both business and personal needs to the fullest extent possible;
- (ii) that all departments will need to consult and co-operate with each other to achieve the best result for the division, as well as each department.

- (a) The standard hours of work for day shift employees, exclusive of meal hours, shall not exceed:

8.44 hours on any one day; or

76 hours in any two consecutive weeks; or

152 hours in any four-week cycle.

Standard hours for day shift are to be worked Monday to Friday, inclusive, and will commence no earlier than 6.00 a.m. on any day and finish no later than 6.00 p.m. on any day.

- (b) The standard hours of work for afternoon shift employees, inclusive of meal hours, shall not exceed:

8.44 hours on any one day; or

76 hours in any two consecutive weeks; or

152 hours in any four-week cycle.

Standard hours for afternoon shift are to be worked Monday to Friday, inclusive, and will finish after 6.00 p.m. each day, but no later than 12.00 midnight on any day.

- (c) The standard hours of work in relation to night shift and morning shift employees (as defined in clause 8, Definitions, of Part A, Preliminaries) will be agreed upon by the parties to this award if and when the Company establishes a night shift or morning shift. Such agreement will be consistent with the general provisions of this clause.

- (d) The standard starting and ceasing times for working the nine-day fortnight can be decided by each employee from the following options:

Day Shift

Either:

7.30 a.m. to 4.25 p.m. for nine consecutive working days; or

7.30 a.m. to 4.30 p.m. for eight consecutive working days; and

7.30a.m. to 4.00 p.m. for one additional consecutive working day.

Afternoon Shift

Either:

3.35 p.m. to 12.00 midnight for nine consecutive working days; or

3.30 p.m. to 12.00 midnight for eight consecutive working days; and

4.00 p.m. to 12.00 midnight for one additional consecutive working day.

- (e) Employees may commence day shift between 6.00 a.m. and 8.30 a.m. or afternoon shift at times up to two hours before the standard starting times (at half-hour intervals) in consultation and agreement with their manager.

The starting time chosen by the employee will be their standard starting time for a period of no less than three months, at which time the employee may request a change.

- (f) All flexible starting times shall be consistent with each department maintaining an efficient and productive workflow and must be approved by the departmental manager.
- (g) One day in each two-week cycle will be a rostered day off for both day and afternoon shift full-time employees. (See clause 25, Rostered Day Off, of this Part.)
- (h) The Company may require individual employees or groups of employees to work their standard hours at different starting and ceasing times to those specified in subclause (d) of this clause. Such requirement will be for the purpose of maintaining a productive and efficient workflow. Employees who are required to work such hours will be advised of their hours at the time of engagement or on seven days' notice (in accordance with clause 10, Terms of Engagement, of Part B, Employment Terms and Classifications), if changes are required after engagement. All other provisions of this clause, however, will apply, notwithstanding reference to paragraph (iv) of subclause (e) of the said clause 10.

25. Rostered Day Off

The introduction of a nine-day fortnight will result in two rostered days off in each four-week cycle. The day taken may be chosen by the employee and shall be consistent with each department maintaining an efficient and productive workflow, and must be approved by the departmental manager.

- (a) All permanent employees will have a rostered day off on one day in each two-week cycle.
- (b) When a rostered day off falls on a public holiday, then the employee may take the working day immediately preceding or immediately following the public holiday as their rostered day off. For the purpose of maintaining an efficient and productive workflow, the Company may move an employee's rostered day off to a specific day on either side of a public holiday, providing one week's notice is given by the Company.
- (c) By agreement between the Company and an employee, and with sufficient prior notice, an employee may accumulate up to five rostered days off. Provided that such accumulated time shall be taken within

six months of agreement to defer. Payment shall be made in lieu for any accumulated time which is untaken when an employee ceases his or her employment.

- (d) An employee who is requested to work on his or her rostered day off without taking another day in lieu as provided for in subclauses (b) and (c) of this clause will be paid for the time worked as overtime at the rate of time and a half for the first two hours and double time thereafter, in addition to the hours accumulated for the day. An employee requested to work overtime on his or her rostered day off will be paid a minimum of four hours.

26. Washing Time

Not less than five minutes before ceasing work at the end of each working day shall be allowed to employees for washing purposes. Employees required to perform work of an unusually dirty, dusty and/or offensive nature or to work in abnormal temperatures shall be allowed ten minutes off before ceasing time at the end of each day or shift for cleansing purposes. The Company will provide suitable washing facilities for the purpose.

Washing time applies only once on any working day. If overtime is worked at the end of the working day, the washing time is taken at the conclusion of the overtime worked.

Employees may bundy off at any time during their washing time and will be paid as if they had bundied off at the end of their washing time.

27. Meal Breaks

Day Shift

A period of 30 minutes per day shall be allowed, Monday to Friday, for a lunch break to be taken at 12.00 noon or 12.45 p.m., depending on the department in which the employee works. This meal break is unpaid time.

The Company may request an employee to change his or her meal break commencement time in emergency or special circumstances, provided such request is not unreasonable. However, if the meal break is changed to commence before 11.30 a.m. or after 1.15 p.m., then the employee will be paid for the mealtime at the rate of time and a half.

Afternoon Shift

A period of 30 minutes per shift shall be allowed for a meal break to be taken at a convenient time agreed with the Company. The afternoon shift meal break is paid time.

Employees shall be allowed up to three minutes either side of meal breaks for walking/washing purposes.

An employee shall not be required to work for longer than six hours without being provided with a 30-minute meal break.

28. Rest Break

A period of ten minutes without loss of normal pay shall be allowed for a rest break during the first half and the second half of each day or shift at a convenient time agreed with the Company.

The Company will supply tea and coffee free of charge for consumption in the cafeteria during the rest breaks.

Employees shall be allowed up to three minutes either side of rest breaks for walking/washing purposes.

29. Personal Breaks

The Company will allow, within reason, up to five minutes for employees to attend to pressing personal hygiene/health needs between rest breaks or meal breaks if required. Personal breaks are limited to purposes such as toilet, taking medication, etc. An employee who repeatedly takes excessive time for personal breaks without authority or good reason will be counselled.

30. Overtime

- (a) Employees, if required by the Company, should be prepared to work reasonable overtime. Overtime is worked, when required, to meet the business needs and must be at the direction of, or approval by, the manager of the area.
- (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.

For the purposes of this subclause, 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) other relevant matter.
- (c) Employees who are required to work overtime will be paid for the overtime worked as follows:
 - (i) Time and a half for the first two hours and double time thereafter on any day, Monday to Friday, for time worked outside of the employee's standard working hours.
 - (ii) Time and a half for the first two hours and double time thereafter for time worked on a Saturday, with a minimum payment of four hours.
 - (iii) Double time for all time worked on a Sunday, with a minimum payment of four hours.
 - (iv) Double time and a half for time worked on a public holiday (as defined in clause 45, Public Holidays), with a minimum payment of four hours.
 - (v) Time and a half for the first two hours and double time thereafter for time worked on an employee's normal rostered day off (in addition to the hours accrued for the day, providing another day is not taken in lieu of the rostered day off). A minimum payment of four hours is payable.

Note: If a minimum of four hours' overtime is offered to an employee in the cases of paragraphs (ii) to (v) of this subclause, and the employee elects to cease working prior to the completion of the four hours, then payment will be made only for the actual time worked.

- (d) The hourly rate when computing overtime shall be determined by dividing the appropriate weekly rate by 38.
- (e) In computing overtime, payment will be calculated to the next ten minutes (e.g. if 32 minutes overtime is worked, payment will be for 40 minutes; if 50 minutes overtime is worked, payment will be for 50 minutes).

- (f) Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the Company shall provide him or her with a conveyance, or pay the cost of such conveyance, to reach a point where reasonable means of transport are available or, if no such transport is available, to his or her home.
- (g) An employee who is recalled to work overtime after leaving the premises shall be paid for a minimum of four hours' work at the appropriate rate for each time he or she is recalled.

31. Breaks during Overtime

Employees who work overtime will be allowed rest or meal breaks at convenient times agreed with the Company for the periods specified below. Except if otherwise stated, all breaks during overtime will be paid at the appropriate overtime rate.

- (a) Overtime Mondays to Fridays

If overtime is worked after the normal ceasing time, one ten-minute rest break will be allowed.

If overtime is to continue for longer than four hours after the normal finishing time, a 20-minute break will be allowed.

- (b) Overtime RDO's, Saturdays, Sundays and Public Holidays

If overtime is worked on an employee's normal RDO, a Saturday, Sunday or public holiday, a ten-minute rest break will be allowed during the first four hours of overtime, providing the rest break is not taken during the first two hours.

If overtime is to continue for longer than five hours after commencement of overtime, a 20-minute break will be allowed. Further 20-minute breaks will apply for every subsequent four hours of overtime worked.

Refer to clause 26, Washing Time.

32. Meal Allowance

- (a) An employee who is required to work overtime for one and a half hours or more after the standard ceasing time shall be allowed a meal allowance at the rate specified in Schedule B - Wage Rates and Allowances, of Part G, Schedules. The meal allowance shall be paid to the employee by EFT with the weekly wages payroll.
- (b) Employees engaged on afternoon shift who are required to work more than one and a half hours or more overtime, prior to the normal commencement time of their shift, shall be allowed a meal allowance at the rate specified in the said Schedule B. This provision shall apply only whilst the Company elects not to continue operations beyond 12.00 midnight each night. This meal allowance shall be paid to the employee by EFT with the weekly wages payroll.

33. Rest Periods after Overtime

Where overtime is worked it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between his or her standard finishing time on one day and the standard commencement time on the next day that he or she has not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for normal working time occurring during such absence.

If, on the instructions of the Company, such an employee resumes work without having had such ten consecutive hours off duty, he or she shall be paid at double rates until he or she is released from duty for

such period. The employee shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for normal working time occurring during such absence.

34. Rest Periods between Shifts

Employees who are required to change shifts shall, wherever reasonably practicable, be allowed at least ten consecutive hours off duty between shifts.

If the employee is instructed to commence work on either shift or overtime, without having had ten consecutive hours break since ceasing work on the previous day, the provisions as specified in clause 33, Rest Periods after Overtime, of this Part, will apply.

PART E

LEAVE

35. Annual Leave

Annual leave entitlement shall be in accordance with the annual leave provisions under the *Annual Holidays Act 1944*.

36. Annual Leave Loading

- (a) In this clause, the *Annual Holidays Act 1944* is referred to as "the Act".
- (b) An employee who takes his or her annual leave, which has become due in accordance with the Act, shall be paid an annual leave loading of 17.5 per cent. The loading is payable in addition to the pay for the period of annual leave taken.
- (c) If an employee takes annual leave in advance of his or her entitlement, the annual leave loading may not be paid until the date the leave taken would have become due under the Act.
- (d) Annual leave loading is calculated on the employee's normal rate of pay applicable at the time the payment is due to be made. Annual leave loading is not payable on shift allowances, overtime or other payments specified in this award.
- (e) Annual leave loading is payable on the termination of an employee's employment, except in the case of termination due to misconduct, but does not apply in respect to proportionate annual leave on termination.

37. Sick Leave

An employee who is unable to attend for duty during his or her ordinary working hours for reason of personal illness or personal incapacity shall be entitled to paid sick leave of 76 hours (ten days) for each year of service, subject to the following:

- (a) An employee may also access sick leave to care for an ill member of their immediate family or household. Time taken as sick leave for this purpose shall count as time deducted from the period of entitlement, as specified above.
- (b) The employee shall not be entitled to paid sick leave for any period in respect of which he or she is entitled to compensation under the *Workers' Compensation Act 1987*.
- (c) The employee should, within four hours where practicable, and in any case within 24 hours of the commencement of such absence, inform the Company of his or her inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

- (d) The employee shall prove to the satisfaction of the Company that he or she was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed. The Company may request an employee to produce a medical certificate for absences of longer than two days.
- (e) Sick leave entitlement not claimed in any one year shall accumulate from year to year so long as the employment continues with the Company.
- (f) The payment of any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment, at which time payment shall be made. The employee shall forfeit any payment for sick leave if the employee terminates the contract of employment within the first three months of employment. If the Company terminates the contract of employment within the first three months, the Company shall pay the employee for any sick leave taken by the employee, to a maximum of 76 hours.
- (g) To claim for sick leave payment, an employee must complete and sign a sick leave application form to which should be attached the medical certificate (if applicable) as described in subclause (c) of this clause. The employee's manager must sign the form to authorise payment.
- (h) Sick leave payments for any period of untaken leave at the termination of employment (except as provided for in subclause (e) of this clause) shall not be made.
- (i) An employee cannot claim for payment of sick leave for any period whilst on any other form of paid leave.
- (j) Sick leave may only be applied for the purposes specified above and is not to be used, for example, for lateness or other forms of absences from work.

38. State Personal/Carer's Leave Case - August 1996

- (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), 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 37, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian),

- grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this 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 subparagraph (ii) of paragraph (c) of subclause (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 paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry date 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) Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) 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 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.

39. Long Service Leave

Entitlement to long service leave shall be in accordance with the *Long Service Leave Act 1955*.

40. Compassionate Leave

- (i) An employee, other than a casual employee, shall be entitled to up to three days' compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to a maximum of three days' compassionate leave where the employee travels outside Australia to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.
- (iii) Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 38, State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) (5) and (6) of the said clause 38. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

41. Parental Leave

See parental leave provisions of the *Industrial Relations Act 1996*.

42. Jury Service

An employee shall be allowed leave of absence without loss of normal pay during any period when required to attend for jury service.

An employee shall be required to produce to the Company proof of requirement to attend jury service and proof of actual attendance on jury service.

An employee shall give the Company notice of the requirement to attend jury service as soon as practicable after receiving notification to attend for jury service.

43. Blood Donor Leave

- (a) Employees who attend the Blood Bank as arranged by the Company for the purpose of donating blood during normal working hours shall not lose normal pay for the period of such attendance.
- (b) If an employee is unable to attend the Blood Bank at the times arranged by the Company, and he or she donates blood during normal working hours, he or she shall be entitled to one hour's paid leave on each occasion for that purpose, provided that:
 - the employee produces satisfactory evidence of such attendance in the form of the relevant Blood Bank card or a properly completed certificate;
 - the blood donation facility is at a location near to the Company and no further in distance than the Parramatta or Blacktown Blood Bank.
- (c) Casual employees do not qualify for blood donor leave as covered in subclause (b) of this clause.

44. Disaster or Emergency Conditions

An employee who is unable to attend work for any period of time because of damage caused by severe storms, floods, fires, or similar disasters may apply for payment of up to four hours (maximum) time lost on such occasion. The Director of Technical Operations will be responsible for approving payment.

45. Public Holidays

- (a) The following days, or the days upon which they are observed, shall be public holidays:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all other days proclaimed as public holidays for the State of New South Wales.
- (b) In addition to the holidays specified in subclause (a) of this clause, one additional public holiday (picnic day) shall apply in each calendar year to employees on weekly hire. Such holiday shall be observed on Easter Tuesday. At the undertaking by the Company, another day may be substituted for the additional public holiday with the agreement of the majority of employees concerned.
- (c) All public holidays as described in subclauses (a) and (b) falling on a normal working day shall be counted as time worked and paid for as such.
- (d) Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse, due to illness or an accident, etc., or without the consent of the Company, the employee shall not be entitled to payment for such holiday. Employees may claim sick leave or annual leave for the day before or the day after such a public holiday, provided that the details are referred to the employee's manager as described above and that the provisions of clauses 35, Annual Leave, and 37, Sick Leave, of this Part are complied with. This provision is in

keeping with the flexibility principles in the award so as to ensure that both employees and the Company are not disadvantaged. The Consultative Committee may act as a mediator to look at any inconsistencies.

- (e) An employee required to work on a public holiday or on Easter Saturday shall be paid at the rate of double time and a half, with a minimum payment of four hours.

PART F

OTHER CONDITIONS

46. Uniforms

Where the employee is required by the Company to wear a uniform, cap, coat, overall, or other uniform dress, it shall be provided, maintained and laundered at the Company's expense.

47. Protective/Safety Equipment and Clothing

Where the nature of the work performed by the employee necessitates suitable industrial clothing and/or aprons, rubber boots or clogs, work boots, work shoes, gloves, goggles, etc., they shall be supplied and paid for by the Company and shall remain the property of the Company.

When an employee is required to stand on concrete, brick or stone floors, the Company shall provide a suitable mat or floor covering as agreed upon between the Company and the Union.

48. Cafeteria

The Company will provide a separate dining room, sufficient to accommodate the staff. Such dining room shall contain sufficient table and seating accommodation. Tea and coffee provisions will be provided by the Company free of charge and reasonable provision shall be made for the care of employees' luncheons.

49. Safety, Health and Welfare

In keeping with the principles outlined in this award, all parties are committed to the safe operation of all plant and equipment, to safe working practices and to the good health of all employees.

To facilitate this, all parties shall comply with the requirements of the *Occupational Health and Safety Act* 1983 and the *Factories, Shops and Industries Act* 1962 and the regulations made under the respective Acts.

50. Damaged Clothing/Equipment

Compensation to the extent of the damage sustained shall be made by the Company where, in the course of work, clothing and/or optical glasses are damaged or destroyed by, or through the use of, corrosive, explosive, inflammable or poisonous substances.

51. Travelling to Other Locations

- (a) Where an employee is temporarily required to work at a place other than his or her usual place of work, he or she shall be:
- (i) Paid all fares reasonably incurred in excess of those which would normally be incurred attending his or her usual place of work.

- (ii) Paid for all travelling time in excess of that taken to reach his or her usual place of work and returning home. Travelling time shall be paid for at ordinary rates of pay.
 - (iii) For the purpose of this subclause, "temporarily" shall mean periods of employment at places other than the usual place of work for up to a maximum of three consecutive weeks.
- (b) An employee transferred from working place to working place during ordinary working hours shall be paid for the time spent in travelling as for time worked and shall receive reimbursement of fares incurred in such transfer.
- (c) Where the transfer involves an employee being absent from his or her normal place of residence, he or she shall be reimbursed for reasonable expenses incurred for accommodation, together with first class rail fares to and from the place of transfer.
- (d) Where an employee uses his or her own vehicle as a means of travelling in any of the circumstances, the employee may claim reimbursement for the cost of such travel at the rate of vehicle allowance set out in Schedule B - Wage Rates and Allowances, of Part G, Schedules.

52. First-Aid Attendants

An employee who is appointed by the Company as a first-aid attendant in accordance with the First-Aid Regulations of the *Occupational Health and Safety Act* 1983 shall be paid a first-aid allowance as set out in Schedule B - Wage Rates and Allowances, of Part G, Schedules.

53. Superannuation

The Company shall provide superannuation membership to all employees at the time of joining the Company. In the case of employees engaged to serve a period of longer than three months full-time or part-time employment, the employee will have the choice of joining the defined benefit category or the accumulation category of the Schering-Plough Superannuation Fund. In the case of employees engaged to serve a period of less than three months full-time or part-time, or casual employees, the employee will be enrolled as a member of the accumulation category.

Both categories of the fund comply as minimum standards with the provisions of the *Occupational Superannuation Standards Act* 1987 and with the provisions of the Superannuation Guarantee.

At the request of an employee, the Company may pay superannuation contributions into the REST superannuation fund on behalf of the employee; provided that such contributions are no more than required under the Superannuation Guarantee and that the employee foregoes his or her entitlement to membership of either of the Company fund categories.

54. Right of Entry

See section 297 of the *Industrial Relations Act* 1996.

55. Trade Union Training

Authorised delegates of the Union who are nominated by the Union Secretary to attend a training course or programme conducted under the auspices of the authority established under the *Trade Union Training Authority Act* 1975, or sponsored by the Australian Council of Trade Unions, or the State Branch of the Australian Council of Trade Unions, shall be granted leave of absence while attending such course or courses, provided that:

- (i) At least two weeks prior to attendance at the course or courses the Company receives written notice of the nomination from the Union Secretary setting out the times, dates, content and venue of the course.
- (ii) Nominations shall not involve absences from work of more than two delegates from the Union for a maximum of three days for each nominee in each calendar year.

- (iii) Employees who undertake training in accordance with this clause will be paid by the Company for their normal-time wages which would have otherwise been earned.

56. Union Delegate

An employee-appointed Union delegate shall, upon notification to the Company, be recognised as the accredited representative of the Union. An accredited Union delegate shall be allowed the necessary time during working hours to interview the employer or his or her representative on matters affecting employees whom he or she represents.

57. Union Membership Fee Deduction

- (a) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (i) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (ii) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (iii) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (iv) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (b) The employer'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.
- (c) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (i) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (ii) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (d) 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.
- (e) 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 as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (f) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.

- (g) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.

58. Union Notice Board

The Company will provide a notice board in a prominent place for the purpose of Union notices. The Company will permit notices, which have been duly authorised by the Union Secretary to be posted on the Union notice board.

59. Termination of Employment

- (a) Except in the case of subclauses (b), (c) and (e) of this clause, the employment of any employee may be terminated by one week's notice on either side or by the payment or forfeiture (as the case may be) of one week's wages in lieu of such notice.
- (b) Where a position becomes redundant, for example, on account of the introduction or proposed introduction of mechanisation, technological or organisational structure changes, the Company's redundancy policy document shall apply. (Refer to Schedule D - Schering-Plough Redundancy Policy, of Part G, Schedules.) This policy complies with the redundancy provisions of the *Employment Protection Act 1982*.
- (c) The Company shall have the right to dismiss an employee without notice for refusal of lawful duty or serious and wilful misconduct and, in such cases, the salary will be payable up to the time of dismissal only.
- (d) The Company shall not terminate the employment of an employee who has been employed with the Company for more than three months for reasons of unsatisfactory performance or unsatisfactory behaviour (other than for reasons described in subclause (c) of this clause) without having first taken a reasonable and necessary steps through counselling to allow the employee the opportunity to correct any performance or behaviour deficiency, as prescribed in the Company's performance management policy document.
- (e) Where an employee is absent from work for more than two days without the consent of the Company or without notification to the Company, the employee shall be deemed to have terminated his or her employment without notice, unless the employee can provide evidence that the reasons for not notifying the Company were outside of his or her control.
- (f) In the event of a stoppage of work through any cause outside the Company's control, the contract of employment may be continued, in which case the Company's liability for payment shall be suspended for the duration of the stoppage of work; provided that two working days' notice shall be given to the employees prior to such suspension.
- (g) An employee whose employment is terminated by the Company on the working day immediately preceding a public holiday or public holidays otherwise than for misconduct shall be paid for such holiday or holidays.
- (h) Any employee with more than three months' service on leaving the Company shall, if he or she so requests, be given a statement by the Company stating the length and nature of the employment.
- (i) Termination of employment by the Company shall not be harsh, unjust or unreasonable.

60. Disputes Settling Procedure

In the event of any grievance or dispute arising in relation to this award, the steps outlined in this procedure will be followed to allow the dispute to be settled in a fair and timely manner with minimal disruption to work flow.

Work shall continue without any industrial action, work bans, limitations or other sanctions, through the following procedure:

Step 1

Any grievance in the first instance shall be discussed between the employee and his or her immediate manager. The employee may request the Union delegate to be present during discussions.

The manager shall be allowed a specified period of time as mutually agreed between the employee and the manager to investigate and resolve the matter.

Step 2

If the grievance remains unresolved at the expiration of the specified period, the employee may take the grievance up with the next level manager. The employee may request the Union delegate to be present during discussions and/or may wish to consult with the Human Resources Department.

The manager shall be allowed a specified period of time as mutually agreed between the employee and the manager to investigate and resolve the matter.

Step 3

If the grievance remains unresolved at the expiration of the specified period, the employee may discuss the matter with senior management, which will include a representative from the Human Resources Department. The Union delegate and the representative from the State branch of the Union will be involved with the discussions.

The Company shall be allowed a specified period of time as mutually agreed between all parties to the dispute to investigate and resolve the matter.

Step 4

If the grievance remains unresolved at the expiration of the specified period, the parties shall notify the Industrial Relations Commission of New South Wales in accordance with section 130 of the *Industrial Relations Act 1996*.

General Conditions

- (a) All meetings and discussions with the parties to the dispute will take place during normal working hours. The employee and the Union delegate must arrange with their respective supervisors a suitable time for meetings to take place, having regard to work priorities.
- (b) During the process of following the procedure, work will continue without industrial action, bans, limitations or other sanctions.
- (c) All parties will act in a responsible manner to bring about a satisfactory resolution to the dispute. No employee will be denied reasonable opportunity to voice their grievance through the proper channels during normal working hours, if the employee perceives the grievance as a genuine issue.
- (d) The specified period stated in the first three steps of the procedure should be mutually agreed upon by the parties concerned as being a reasonable time for the matter to be investigated, taking into account the nature of the issue. In the case of the parties being unable to agree to a specified period, then the time period will be two working days for each step.

If the matter is of a serious nature, such as a summary dismissal or where an employee's immediate safety is at risk, the specified period will not apply. The matter should be addressed without any undue delay.

- (e) Matters taken up by an employee directly with the Union delegate or Union representative without following this procedure should be handled during the employees own time, unless the Company agrees otherwise.

60A. Anti-Discrimination

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

PART G

SCHEDULES

Schedule A - Concept and Agenda Items - Stages I, II and III

- (a) The Concept Behind the New Plant Enterprise Award

This award recognises that, at the time of negotiation, there were a significant number of agreed agenda items and to negotiate them all would have taken a long time. It also recognises that all the agenda items are important and should be discussed; however, the discussions should not result in delaying an initial pay increase. Accordingly, with the acceptance in principle of the new award, an increase of seven per cent to base wages was paid and backdated to 1 August 1995. One of the agreed principles is that the new enterprise award be implemented as a Three Stage Process. This process will allow an initial pay increase along with the commencement of negotiations of those agenda items which both groups believe will enhance the productivity of the Company, hence the increase stated above. The award is written to account for the different stages of implementation, which will allow for increases, in addition to the initial seven per cent over the life of the award, based on achievable, measurable and agreed productivity indicators. The whole process will be closely monitored by a Consultative Committee. The parties accept a Three Stage Process, which will involve the following:

Stage I

Agreement to the total proposed package in principle. Both groups then separately identify two or three agenda items to become the basis for the first stage of the enterprise award. These items are communicated back to all employees to seek their agreement to them becoming the items to be negotiated. Upon obtaining majority agreement on these items, a cost benefit analysis will be performed to assist in determining the percentage increase applicable for this first stage of the award. Other factors to be taken into account will be C.P.I and market movement. Once agreeing the overall proposal (the agenda items for negotiation and implementation and the percentage increase), the Stage I increase will be paid, backdated to 1 August 1995. This section of Stage I has been implemented.

To complete Stage I, the Consultative Committee must develop a strategy plan for the implementation of the agenda items. This plan will set out specific target objectives and time frames for each agreed agenda item. Stage II of this process will not commence until all the action plans identified and agreed upon in Stage I are detailed and commence implementation. It will be the responsibility of the Consultative Committee to monitor the progress of the Stage I planning and implementation process.

Stage II

In this stage, and dependent upon successful completion of Stage I implementation, the Committee will negotiate the additional items on the agenda, following a similar process to that adopted in Stage I. A second increase will then be paid. This increase will also be determined by a cost benefit analysis on the remaining agenda items to be negotiated during this stage and relevant C.P.I and market data.

The action plan and targets for achieving the plan will be set, agreed and implementation commence, during the life of Stage II.

As a minimum, this second increase will be 3.5 per cent on base rates and will be paid no later than 1 August 1996.

Stage III

This stage involves the roll out and implementation of all the action plans agreed to in Stage II. These action plans will be linked to achievable and measurable productivity targets and further increases in pay will be based on the attainment of these productivity targets. This process will be monitored, a responsibility of the ongoing Consultative Committee.

As a minimum, the third and final increase will be 3.5 per cent on base rates and will be paid no later than 1 February 1997.

(b) The Plant Enterprise Award Agenda Items

Stage 1

The parties agree that the following agenda items will be discussed, agreed and implementation commenced during Stage I of this award.

- (1) Productivity targets and measurements across all departments in the plant (to be linked to pay increases as per clause 23, Wage and Allowance Variations and Links to Productivity/Performance, of Part C, Wage Rates and Allowances).
- (2) Time frames for the implementation of the three stages of the award:
 - (a) Stage I

Development - December 1995 - February 1996

Implementation - March 1996

- (b) Stage II
 - Development - April 1996 - May 1996
 - Implementation - June 1996
- (c) Stage III
 - Development - September 1996 - October 1996
 - Implementation - February 1997
- (3) Introduction of a nine-day fortnight across all departments and flexibility of starting and finishing times within departments on an as-needed basis.
- (4) A commitment to the principles of, and achievement of, specific targets in relation to:
 - (a) Ongoing Consultation
 - Achieved through the establishment of a Consultative Committee. The charter of this committee could be, for example:
 - setting and monitoring of productivity targets;
 - development and implementation of strategies to achieve targets;
 - ongoing communication of enterprise bargaining issues.
 - (b) Occupational Health and Safety
 - Achieved through adopting all existing and any new methods of ensuring a high standard of health and safety for all employees in the areas of, for example:
 - complying with all regulations covering the wearing and use of safety equipment;
 - assist in identifying and reporting unsafe work practices;
 - working in a manner which is safe for the individual and fellow workers.
 - (c) Good Manufacturing Practices
 - Achieved through compliance with all established and future policies, procedures and regulations, for example:
 - being familiar with and following relevant SOP's;
 - maintaining a high standard of GMP by self-management on a day-to-day basis;
 - reporting an deviations from standard procedures.
 - (d) Collaboration and Co-operation
 - Achieved through embracing the change process and jointly working through solutions, for example, in the areas of.

- competencies;
appraisals;
 - multi-skilling;
 - training needs;
 - job rotation;
 - flexibility of hours.
- (5) Introduction of training and development programmes aimed at.
- multi-skilling;
 - job rotation;
 - career paths;
 - competencies;
 - performance appraisals.
- (6) Development and introduction of a programme for employees which will assist and encourage employees and teams to take more responsibility for the day-to-day operations.
- (7) Exploration of areas where job sharing and part-time work may be applicable.
- (a) The Plant Enterprise Award Agenda Items

Stages II and III

The parties agree that the following agenda items will be discussed, agreed and, if appropriate, implementation commenced during Stages II and III of this award:

- (1) A review of position classifications shown in clause 12, Position Classifications, of Part B, Employment Terms and Classifications, with the objective of introducing a competency-based structure.
- (2) Possible incentives regarding unused sick leave.
- (3) Shift allowance to be paid on annual leave and sick leave.
- (4) Introduction of a single pay frequency (i.e. fortnightly).
- (5) Absorption of overtime penalty rates and allowances into base wage rates.
- (6) Amendment of subclause (a) of clause 32, Meal Allowance, of Part D, Hours of Work - payment of meal allowance when overtime is worked before the start of a normal shift
- (7) Payment of first-aid allowances when on annual leave.

- (8) Implementation of cafeteria services for shift and the introduction of more variety of cafeteria services.
- (9) Review/enhance study leave policy.
- (10) Family leave above and beyond sick leave.
- (11) Establishment of an afternoon and/or night shift in all departments as necessary for improvements in production demands and efficiencies.
- (12) More communication of company-wide performance.
- (13) Review of subclause (e) of clause 10, Terms of Engagement, of the said Part B, to enhance the ability to change/modify employees' hours of work to meet production requirements.
- (14) Review the RDO system so that these days can be rotated across all departments to maintain continuous production.
- (15) Scope to modify the pay structure during the life of the award in accordance with the introduction of the competency-based system.

SCHEDULE B

Wage Rates and Allowances

Operative Date

Schedule of wages payable from the beginning of the first pay period to commence on or after 1 August 1995.
Part A - Weekly Wage Rates (refer to clause 18, Weekly Wage Rates, of Part C, Wage Rates and Allowances).

Rates shown are for 38 ordinary hours per week. All rates shall be calculated to the nearest 10 cents.

(i) Adult Employees

Classification	Experience Level			
	1	2	3	Advanced*
Packaging Operator	592.05	605.20	616.20	629.30
Labeller	605.20	616.20	629.30	*
Brander	616.20	629.30	642.80	*
Line Attendant	629.30	642.80	656.80	671.20
Packaging Co-ordinator	699.90	716.10	732.20	*
Manufacturing Operator	657.40	673.60	688.50	705.10
Chemical Manufacturer	677.20	692.10	707.30	*
Manufacturing Co-ordinator	754.30	769.50	787.40	*
Storeperson	623.90	637.40	651.40	665.70
Warehouse Leading Hand	671.70	686.70	701.90	*
Inspector (QC/QA)	683.20	700.80	719.10	*
Laboratory Analyst	737.80	761.00	781.20	*
Trainee Analytical Chemist	761.00	781.20	804.20	*
Analytical Chemist	815.60	839.90	864.80	890.70

* Advanced Level not applicable to the classification at this point in time.

Refer to introductory paragraph of clause 12, Position Classifications, and Advanced Level definition of clause 13, Experience Levels, of Part B, Employment Terms and Classifications.

(ii) Junior Employees

Junior employees shall be paid the following percentages of the rate for the adult classification applicable to the work performed by the junior:

	Percentage
Under 17 years of age	60
At 17 years of age	70
At 18 years of age	90
At 19 years of age and over	100

All rates shall be calculated to the nearest 10 cents.

(iii) Special Rates

Special rates are paid as all-purpose rates added to the appropriate weekly rate of pay as specified in (i) of this schedule.

(a) Fork Lift Rates - Warehouse Employees	\$8.90 per week
Other Employees	\$4.30 per week
(b) Leading Hand	\$49.70 per week
(c) Shift Leading Hand	\$49.70 per week
Part B, Allowances - Meal Allowance (clause 33)	\$10.90 per week
First-aid Allowance (clause 52)	\$3.40 per week
Vehicle Allowance (clause 51(d))	57 cents per km

SCHEDULE C**Consultative Committee Ground Rules**

Ground Rules

Win/win situation.

Measurement of parameters in terms of how to measure productivity.

Timing of information exchange from meeting to employees.

Management has to have a cohesive approach to the system.

Develop an agenda discussing relevant points.

Minutes to be consistently and accurately generated and given to employees in a timely manner.

Do not "umbrella" everyone. Be more specific for each agreement. Prioritise all agreements equally.

Delegate must take back accurate consensus of the group.

More encouragement to attend meetings, meetings before enterprise bargaining meeting.

Educational issue.

Training sessions.

Train trainers.

Who is to communicate.

Understanding of enterprise bargaining.

Presentation skills.

Promote concise and accurate feedback-

Effective process - timetable.

Commitment to issues.

Put into practice.

Involvement/honest practice.

SCHEDULE D

Schering-Plough Redundancy Policy

1. If an employee's job ceases to exist (i.e. the job becomes redundant), the Company will make every attempt to make alternative employment available within the Company for which the person is reasonably suited according to their competencies (i.e. their knowledge, skills, attitudes and behaviour).
2. The first step in the process, once a position has been identified as redundant, is for the Company to seek to find the employee a reasonable, comparable, alternative position for which he or she is experienced and qualified. The assessment criteria on which the comparability of an alternative position will be determined will include:
 1. Salary
 2. Position Classification/Grade
 3. Extent of Training Required
 4. Conditions
 5. Knowledge and Skills
 6. Geographical Location

If, in the first instance, the Company is not able to find and offer a reasonable, comparable position within the Company, redeployment will not therefore be possible, a retrenchment situation will exist and the redundancy policy will apply.

If, and after consultation with the employee, it is determined that an available, alternative position is comparable, as per the criteria above, then the redundancy policy will not apply. If it is determined that any available, alternative position is not comparable, then the redundancy policy will apply.

(a) Notice Period

A minimum of four weeks' notice will be provided, with an additional one week's notice given to employees aged 45 years of age and over who have completed a minimum of two years' service. Pay in lieu of notice may be paid as an alternative.

The Company will allow the employee time off during the notice period to attend outplacement or job interviews, without loss of pay.

By mutual agreement between the employee and their manager, the employee may leave the Company prior to completion of their notice period, without any loss of pay for the four-week notice period.

(b) Service Payment

Four weeks per year of service will be paid, with pro rata payment for any incomplete year of service, except in cases where the employee is over 45 years of age. In line with the *Employment Protection Act 1982* and the *Employment Protection Regulation 1995*, employees over 45 years of age will be paid according to the following table for the first four years of service:

1 year but less than 2 years service	5 weeks' pay
2 years but less than 3 years service	8.75 weeks' pay
3 years but less than 4 years service	12.5 weeks' pay
4 years and greater	4 weeks' pay per year of service

Maximum payout will be two years (i.e. 104 weeks).

(c) Selection Guidelines

- (i) The employee's job ceases to exist and redeployment is not possible.
- (ii) Where the redundant job(s) is one of a number of jobs that are the same, competencies will be used as the criteria to determine which incumbents will be retained versus retrenched, i.e. the Company has the right to retain, where possible, required knowledge, skills, experience within the business.
- (iii) Voluntary retrenchments may be invited by the Company from employees working in the same or similar jobs, but will only be accepted if equivalent skill/knowledge retention is assured, such that the business needs can be met.

(d) Long Service Leave

Pro rata on a minimum of five years completed service will be paid.

(e) Annual Leave/Annual Leave Loading

- (i) Annual leave entitlements and pro rata annual leave will be paid.
- (ii) Annual leave loading entitlements and pro rata annual leave loading will be paid.

(f) Support

Employees will be provided with outplacement, which includes personal and financial counselling, as well as job search assistance. The service will be available through an external provider with whom the Company has an established arrangement to ensure quality service delivery and will be in accordance with the programme agreed between the Company and the nominated provider.

(g) Market Practice

This policy has been developed, taking account of current Practices established through a market survey. The survey will be updated on a two-year basis and the Schering-Plough policy reviewed in light of the survey results.

SCHEDULE E

Declaration of Award

Declaration of this enterprise award has been negotiated through extensive consultation between the Company, the Union and the employees. The content of the award 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.

SCHEDULE F

Supported Wage

(a) Supported Wage System

This clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this agreement/award. In the context of this clause, the following definitions will apply:

- (i) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
- (ii) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (iii) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (iv) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the supported wage system.

(b) Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement/award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement/award relating to the rehabilitation of employees who are injured in the course of their employment.

This clause does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act 1986*, or, if a part only has received recognition, that part.

(c) Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award/agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause (d))	% of Prescribed Award Rate
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall be not less than \$61.00 per week.

* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

(d) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award/agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (i) the employer and a union party to the award/agreement, in consultation with the employee or, if desired by any of these; or
- (ii) the employer and an Accredited Assessor from a panel agreed by the parties to the award and the employee.

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that, where a union which is party to the award/agreement is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

(f) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this award/agreement paid on a pro rata basis.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$61.00 of the ordinary weekly rate.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (d).

SCHEDULE G**Award and Variations Incorporated**

Clause	Award/Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
Award	C1104	28 June 2002	3 July 2001	334	738

SCHEDULE H**Changes Made on Review**

Date of Effect: 15 October 2004

(i) Provisions Modified

Award	Clause	Previous Form of Clause Last Published at I.G.	
		Volume	Page
Schering-Plough (Plant) Employees Enterprise Award 1996	4	334	738
Schering-Plough (Plant) Employees Enterprise Award 1996	30	334	738
Schering-Plough (Plant) Employees Enterprise Award 1996	57	334	738
Schering-Plough (Plant) Employees Enterprise Award 1996	Schedule B	334	738
Schering-Plough (Plant) Employees Enterprise Award 1996	Schedule F	N/A	N/A

(ii) Provisions Deleted

Award	Clause	Previous Form of Clause Last Published at I.G.	
		Volume	Page
Schering-Plough (Plant) Employees Enterprise Award 1996	23	334	738

The parties declare that this award:

- (a) is not contrary to the 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.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1782)

SERIAL C3557

LEGAL AID COMMISSION (INDEMNIFICATION OF EMPLOYED SOLICITORS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, industrial organisation of employees.

(No. IRC 6627 of 2003)

Before The Honourable Justice Marks

8 February 2005

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Indemnity
4.	Anti-Discrimination
5.	Disputes Settling Procedure

6. Application

PART A**1. Title**

This award shall be known as the Legal Aid Commission (Indemnification of Employed Solicitors) Award.

2. Definitions

- 2.1 "Association" shall mean the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- 2.2 "Department Head" shall mean the Chief Executive Officer of the Legal Aid Commission.
- 2.3 "Legal Aid Commission" shall mean the Legal Aid Commission of New South Wales.
- 2.4 "Public Employment Office" shall mean the employer for the purposes of the *Public Sector Employment and Management Act 2002*.
- 2.5 "Solicitor" shall have the same meaning as in the *Legal Profession Act 1987*.

3. Indemnity

- 3.1 A solicitor employed by the Legal Aid Commission shall be indemnified by the Legal Aid Commission with respect to the whole of any order made against the solicitor pursuant to section 198M of the *Legal Profession Act 1987* in any matter, except where the conduct of the solicitor giving rise to the making of an order:
- 3.1.1 constitutes "serious and wilful misconduct" as that phrase is construed under s 5 of the *Employees Liability Act 1991*; or
- 3.1.2 did not occur in the course of, and did not arise out of, the solicitor's employment.

4. Anti-Discrimination

- 4.1 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.
- 4.2 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.
- 4.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 4.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 4.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- 4.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 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.
- 4.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 4.5.2 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."

5. Dispute Settling Procedure

- 5.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 5.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 5.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 5.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 5.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 5.6 The Department Head may refer the matter to the PEO for consideration.
- 5.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 5.8 A staff member, at any stage, may request to be represented by the Association.
- 5.9 The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 5.10 The staff member, Association, department and PEO shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 5.11 Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work

shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

6. Application

- 6.1 This award shall apply to all solicitors employed by the Legal Aid Commission of New South Wales other than a solicitor who is a chief executive officer or senior executive officer for the purposes of Part 3.1 of the *Public Sector Employment and Management Act 2002*.
- 6.2 This award shall commence on and from 19 November 2003 and have a nominal term of three years.

F. MARKS J.

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(804)

SERIAL C3398

NESTLE SMITHTOWN ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Nestle Australia Limited.

(No. IRC 6390 of 2004)

Before The Honourable Mr Deputy President Harrison

5 November 2004

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Consultation
3.	Competency-based Training
4.	Induction of New Employees
5.	Grievance Procedure
6.	Definitions
7.	Classifications
8.	Hours of Work
9.	Rostered Days off (RDO's)
10.	Overtime

11. Meal Breaks
12. Rest Periods
13. Consultation and Productivity
14. Wage Increases
15. Allowances
16. Mixed Functions
17. Public Holidays
18. Annual Leave
19. Long Service Leave
20. Compassionate Leave
21. Jury Service Leave
22. Parental Leave
23. Sick Leave
24. Personal/Carer's Leave
25. Conditions of Employment
26. Payment of Wages
27. Deduction of Union Fees
28. Shift Workers
29. 12-Hour Shift Workers - AWS
30. Casual and Temporary Employees
31. Superannuation
32. Redundancy
33. Trade Union Training
34. Leave to Attend Union Business
35. Area, Incidence and Duration
36. No Extra Claims
37. Grade Wage Rates

Appendix 1 - CBT Module Structure

Appendix 2 - CBT Pay Structure

2. Consultation

The parties to this award are committed to continuous improvement of product quality, work environment, work performance, productivity and structural efficiency through consultation and working together to resolve problems. The parties agree to continue to enhance flexibility, productivity and efficiency of the Factory through a review of working patterns and arrangements as necessary from time to time.

To achieve this, a Consultative Committee will be established and will meet where necessary, but a minimum of twice per year, to involve Employees in decisions affecting the workplace.

3. Competency-based Training

With the move to skills-related career paths and competency-based training, Employees will be encouraged to undertake ongoing development and training in order to improve productivity and efficiency and increase personal skill development, motivation and self-esteem. The parties recognise that not all Employees will want to participate in Competency-based Training.

For all Employees participating in Competency-based Training, an individual Training Pathway shall be developed. This Training Pathway shall be developed in consultation with the Employee concerned, representation if requested, their Department Manager and the Human Resources Manager.

The aim of the Training Pathway is to identify training required for the Employee to meet current and future job needs particularly in relation to career progression into work areas outside of their current role. Implementation of an individual Training Pathway will remain subject to business needs. The consolidation of individual Training Pathways will provide the basis for the Training Needs Analysis for the Assessment Committee to consider at the annual review.

It is acknowledged by the parties that in some cases it may be necessary to incorporate modules from other certificates in order to provide the Employees with relevant training and underlying knowledge of their position. Points from such modules will be recognised in the classification structure.

3.1 Objectives of Agreement

- (a) To encourage Employees covered by this agreement to acquire and use relevant skills which improve the competitiveness of the Factory operations and provide broader career opportunities.
- (b) To reward Employees on the basis of relevant skills attained and used (these skills must be appropriately validated).
- (c) To establish agreed pay rate relativities.
- (d) Nothing in this agreement precludes the development at a later date of a classification structure which includes CBT Skill Levels beyond the current Level 7, which would be applicable for those Weekly Paid Employees that go on to study the Advanced Certificate in Food Processing, Diploma or a Degree in Food Technology.

3.2 Programme Review

The CBT programme shall be reviewed annually by the Assessment Committee. The following items should be reviewed:

- (a) percentage of Employees participating in training
- (b) specific module development requirements
- (c) any impediments to participation in training
- (d) quality and relevance of module content
- (e) opportunities to improve CBT programme
- (f) development of training plan for subsequent year of programme in line with business needs
- (g) the inclusion of modules in Skill Levels beyond Level 7
- (h) allocation of training in subsequent years
- (i) outstanding matters that have not been resolved

Recommendations from the Assessment Committee are to be made to Company Management in order to achieve continuous improvement of the CBT programme.

3.3 Delivery of Pay Increases

(a) Participation Payment

The Company is prepared to make a \$12.00 per week payment to all Employees who enrol for and successfully complete the following Skill Level 1 modules, i.e.

Apply safe work procedures

Apply basic food safety procedures

Apply basic Q.A. practices

Apply basic mathematical concepts

Communicate in the workplace

Payment of the \$12.00 per week will be made to participants at the completion of the Skill Level 1 modules.

- (i) As Employees progress through the Skill Levels training and assessment programme and competencies are validated, pay rates shall be those set out in Appendix 2 backdated to the assessment request date of the last module to be completed in the Skill Level.
- (ii) The CBT Skill Level Module Structure (Appendix 1) provides an outline of the proposed (subject to availability) modules for each stream up to Skill Level 5.

3.4 Programme Outline

- (a) This system operates on the basis that every production position in the Factory is defined by the skills and competencies needed to perform the work in those positions.
- (b) Employees will be paid for the skills and knowledge required, which include those acquired under the approved Training Pathway.
- (c) Some modules within the CBT curriculum will be available to a limited number of Employees in order to meet the business needs, e.g. First Aid, Forklift Driving, Workplace Assessor, Workplace Trainer.
- (d) The system for determining pay is based on the National Certificate of Food Processing and its points system. Every module has a points value. As Employees complete whole or (where defined) part modules and are assessed, they will be credited with the relevant points subject to validation of the competency in the workplace.

3.5 Key Procedures for Administration of System

(a) Training Provision

- (i) The classification system is accompanied by the delivery of training. The Company will provide a defined amount of training each year in paid time to enable Employees to complete skill level modules required for their position.
- (ii) Employees may be required to stand aside from their position temporarily for the purposes of training participants in approved Competency-based Training.
- (iii) Where it is identified that a person needs to temporarily stand aside from their position for the purposes of providing multi-skilling training, consultations will take place with the person in regards to the need to do so, the likely duration of such displacement and possible training or tasks that could be undertaken during this period.
- (iv) Employees will be offered training as follows:

Skill Levels 1-4 - up to 80 hours per annum

All other levels - to be determined at the time

The hours allowed includes authorised absence from workstation to attend face-to-face delivery sessions, tutorial support sessions and gathering of information required to complete learning outcomes and assessment tasks. Hours will be advised at the commencement of the training.

- (v) Training will be based on accelerated hours where possible.
 - (vi) A roster will be prepared that allows for scheduled access for the Employee to WELL Learning Support and the Industry Trainer.
 - (vii) It is not compulsory for Employees to enrol in the National Certificate in Food Processing.
 - (viii) Such people will still participate in site general wage increases.
 - (ix) It is acknowledged by the parties that, in order for specific requirements placed on the Company through Company policy, external agencies or legislation, Employees are still required to attend training sessions in relation to these specific requirements.
 - (x) An Employee may wish to enrol in NCFP modules after participating in such general training.
- (b) Assessment Committee
- (i) An Assessment Committee will be formed consisting of an equal number of Management and Employee representatives:
 - Company-nominated Assessment Committee member
 - Elected Employee representatives (2) who hold current or are working towards accreditation as workplace trainers and/or assessors
 - Human Resources Manager
 - (ii) The Committee's objectives are to:
 - Ensure that the Assessment Procedure is administered according to the nationally recognised standard procedure.
 - Conduct an annual review of the CBT programme as outlined in subclause 3.2
 - Provide a forum for questions and grievances related to assessments to be raised and dealt with in a consistent and timely manner.
- (c) Assessment Procedure
- Module assessments involve written, verbal or demonstration of knowledge in order to complete the assessment task, computer-based assessment or any combination thereof and in the case of some modules a workplace verification task will be undertaken.
- In relation to the workplace verification task, the participant will:
- (i) Identify their work area
 - (ii) Identify the workplace verification task for the module they seek assessment in.
 - (iii) Review the questions in the assessment task and ensure they are ready to answer the questions
 - (iv) Select an assessor to conduct the workplace verification task from the assessor list
 - (v) Notify the Human Resources Manager when ready to do the assessment

The Human Resources Manager will be responsible for:

- (i) Co-ordination of the assessment (e.g. time, place, etc.)
 - (ii) Ensuring assessments are conducted in such a way as to meet the assessment criteria as outlined in the learning outcome documents
 - (iii) Recording the assessment request date
 - (iv) Ensuring that the pay office is advised of any changes to an Employee's rate of pay
- (d) Appeals Procedure

The Employee may discuss any issue relating to the assessment with any member of the Assessment Committee who will endeavour to:

- attempt to resolve the issue; or
- may consult site experts or Union Officers; or
- may refer issue to the Assessment Committee

The Assessment Committee:

- will mediate between Employee and Assessor
- may consult site experts
- will advise on best course of action to resolve issue
- may refer issue to the Factory Manager

- (e) Recognition of Prior Learning (RPL)

The parties to the agreement are committed to the RPL process

RPL "is the acknowledgment of skills and knowledge obtained through formal training, work and/or life experiences"

- (f) Training Delivery/Flexibility

Training delivery and assessment will take place during Company time. (Note: Employees may need to complete some course work and study in their own time).

There will be an opportunity at times during the production cycle to release operators from some positions without providing Employees to relieve.

This will be established on a case-by-case basis and may only be for parts of certain shifts.

- (g) Temporary/Casual Employees

The Company will provide training opportunities up to Skill Level 2 for regular Temporary/Casual Employees

At the annual review the need for provision of further training access will be considered.

- (h) General Wage Increases

In the event that a percentage general wage increase is to be applied, then this is applied to the rates in the CBT classification structure document (Appendix 2).

Non-participants in CBT will still participate in general site wage increases.

3.6 Transfers between Positions and Departments

- (a) All positions will comprise three levels of competencies:

Common core competencies

Position specific competencies

Multi-skilling competencies

- (b) Where an Employee is required to move to another position by the Company due to business needs, only those competencies that are a requirement of the new position will be transferred across. However, the Employee's pay rate will be maintained until such time as they have completed training in the new modules relevant to the new position and points acquired to match the pay rate.

The Employee will not suffer a reduction in their base rate of pay or current CBT points as a result of the transfer. If, however, an Employee refuses to train in any of the competencies required in the new position, taking into consideration RPL, consultation with the Employee will then take place outlining available options.

- (c) Where an Employee is successful in applying for a position with a different skills requirement, only those competencies which are a requirement of the new position will be transferred across and the competency rate of pay will be adjusted accordingly. The Employee will need to complete the training modules required for the new position and will be paid for their higher level of competency upon successful completion of the required modules.

3.7 Procedure to be followed if an Employee is required to step aside from their current position

- (a) In order to meet current and future defined job requirements, an Employee may need to undertake informal or formal training.
- (b) In the event that an Employee does not wish to undertake and/or an Employee is no longer able to meet the job requirements, consideration will need to be given as to whether or not an employee remains in that position.
- (c) Where it is identified that an Employee may be required to step aside from their existing position on a permanent basis, there shall be consultations with the Employee concerned and the Union at least 6 months prior to implementation of the change.
- (d) Such discussions should identify suitable alternative positions and training required to ensure a smooth transition and an appropriate method for transfer of classification and remuneration, including any applicable allowances and alternative options, ensuring the base rate remains the same but with provision for a reduction in CBT points if a module is no longer relevant to the new position.
- (e) Where an Employee is concerned about the fairness of their treatment, clause 5, Grievance Procedure, will be followed.

3.8 Multi-skilling

The parties agree to observe the existing multi-skilling arrangements and to pursue and eliminate any remaining impediments to multi-skilling and broadening the range of tasks which an Employee may be required to perform.

4. Induction of New Employees

As part of the Company's induction procedure, the Union Delegate(s) will be given the opportunity to meet with the new Employee during the induction programme.

Existing facilities will be available for the purpose of the meeting and discussions.

5. Grievance Procedure

In order to avoid industrial action, the parties to a grievance or dispute will take all reasonable steps to ensure the following procedure is followed responsibly and expeditiously without affecting work performance or productivity. The Employees will avoid work stoppages, bans and limitations and co-operate positively in reviews of work practices aimed at improving productivity.

- 5.1 If an Employee has any problem or concern in relation to his/her employment, he/she shall in the first instance discuss the matter with his/her supervisor who will endeavour to resolve the issue expeditiously.
- 5.2 Any unresolved matter shall then be referred to the Department Head. This can be done by the Employee himself/herself or the Employee and his/her Union Delegate.
- 5.3 Should the dispute still remain unresolved, appropriate assistance should then be sought from the Factory Manager and, if necessary, an official of the Union.
- 5.4 In the event of no agreement being reached within 7 days, the dispute shall be referred to the Industrial Registrar.
- 5.5 Until the matter is determined, work shall continue in accordance with the pre-dispute conditions, except, where a trial is put in place in line with clause 13, Consultation and Productivity, in which case the trial will go ahead.
- 5.6 Nothing in this clause will operate to the detriment of an Employee's health and safety.

6. Definitions

- 6.1 "Full-time Employee" is one appointed after completion of the probationary period employed and paid by the week for an indefinite period. (See subclause 25.2).
- 6.2 "Casual Employee" is one engaged for a minimum of 4 and a maximum of 12 hours per day.
- 6.3 "Temporary Employee" is one engaged for a specific period of at least 38 ordinary hours. Where an Employee is engaged on a short-term temporary basis, i.e. between 1 and 3 weeks' duration, there shall be a maximum of 5 such engagements per calendar year.
- 6.4 "Day Work Employee" is one whose ordinary hours of work are performed between 6.00 am and 4.00 pm or as otherwise agreed Monday to Friday inclusive.
- 6.5 "5-Day Shift Work Employee" is one other than a Day Work Employee whose ordinary hours of work are performed at any time Monday to Friday inclusive.
- 6.6 "7-Day Shift Work Employee" is one other than a day work Employee or a 5-day Shift Work Employee whose ordinary hours of work are performed at any time of any day of the week.

- 6.7 "12-Hour Shift Work Employee" is one whose ordinary hours of work fall into a continuous 12-hour shift roster covering all days of the week.
- 6.8 "Day's Pay" ,unless otherwise specified, is 0.2 of the day work Employee's, 5-day Shift Work Employee's or 7-day Shift Work Employee's relevant weekly grade wage rate prescribed by this award.
- 6.9 "Union" means the Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.
- 6.10 "Company" means Nestlé Australia Ltd, ACN 000 011 316.

7. Classifications

7.1 Production Process

Current Full-time, Casual and Temporary Employees shall be paid a weekly wage, as set out in Table 1, inclusive of the weekly wage according to the following classification gradings and definitions.

Those Employees that are participating in Competency-based Training will be paid as per Appendix 2.

All new Employees engaged after 14 January 1998 will be paid as per the CBT classification structure.

Food Processing Operator Grade 5:

Employees classified in Grade 5 must have completed an approved recognised course at a tertiary institution and must have demonstrated proficiency in the grade and passed such written and practical examinations as required by law and/or the Company.

Indicative Tasks -

Team Co-ordinator - appointed by the Company, responsible for the technical co-ordination of an area within the plant including but not limited to sourcing of relief workers where required, related administrative tasks, including inputting computer data, ensuring standards of hygiene and sanitation are maintained and performing such other tasks as outlined in the position description.

Through ongoing consultation with the Team Co-ordinators, the Company will identify competencies and skills that a Team Co-ordinator currently has and those that are necessary to "technically co-ordinate" the area to meet the business needs.

The underlying skills to carry out the role to meet the business needs will be provided through training. If an Employee does not participate in the training and attain the skills, then consideration may have to be given as to their continuing in that role.

Food Processing Operator Grade 4:

Employees classified in Grade 4 must be undertaking an approved recognised course at a tertiary institution. Employees at this level must have demonstrated proficiency in Grade 3 modules and have passed such workplace and competency assessments at Grade 3 as required by law and/or the Company.

Indicative Tasks -

Performance and interpretation of complete chemical and/or microbiological analysis; inputting computer data; maintaining records.

Food Processing Operator Grade 3:

Employees classified in Grade 3 must have demonstrated proficiency in the grade and passed such written and practical examinations as required by law and/or the Company.

Indicative Tasks -

Operating a forklift or other plant, machinery or equipment as required in and about the establishment, keeping stock records, including stock-takes; preparing consignments for dispatch, including quality checks; inputting computer data; loading and unloading trucks for dispatch and receiving;

Operating; adjusting; dismantling; cleaning and assembling manufacturing plant, machines or equipment, including a forklift or pedestrian forklift; performing quality checks and analysis; inputting computer data; maintaining records.

Operating; adjusting; dismantling; cleaning and assembling packing plant machines and equipment; performing quality checks; inputting computer data; maintaining records; receiving and/or issuing stores or goods.

Performance and interpretation of complete chemical and/or microbiological analysis; inputting computer data; maintaining records.

Food Processing Operator Grade 2:

Employees classified in Grade 2 must have demonstrated proficiency in the grade and passed such written and practical examinations as required by law and/or the Company.

Indicative Tasks -

Operating a pedestrian forklift and other plant, machinery or equipment in and about the establishment; inputting computer data; performing in-line quality checks; maintaining records; loading and unloading;

Receiving and/or issuing of goods or stores including preparing material for dispatch; keeping store and stock records including stock-takes; operating machinery and equipment associated with receiving or dispatching goods; performing quality checks; removing cartons, tins or containers from packing area to store etc; inputting computer data.

Provision of employee services, including maintenance of facilities, operation of the canteen and staff sales shop including stock control, distribution of uniforms and provision of first aid supplies. Ensure hygiene standards, customer service levels and facilities are maintained at the required standard.

Operating; adjusting; dismantling; cleaning and assembling manufacturing plant, machines or equipment; including a pedestrian forklift; performing quality checks and analysis; inputting computer data; maintaining records.

Operating; adjusting; dismantling; cleaning and assembling packing plant machines and equipment; performing quality checks; inputting computer data; maintaining records; receiving and/or issuing stores or goods.

Food Processing Operator Grade 1:

Employees classified in Grade 1 must have undertaken the Company induction programme and successfully completed the Skill Level 1 competency modules. Employees must also have demonstrated proficiency in the workplace by assessment passed such written and practical examinations as required by law and/or the Company.

Indicative Tasks -

Performing general service duties as required, including cleaning; refuse removal; gardening; stacking; packing line servicing; sample preparation; quality checks; inputting computer data; maintaining records; general cleaning of work areas and stations.

8. Hours of Work

- 8.1 Ordinary hours of work shall be scheduled not to exceed an average of 38 hours per week in a work cycle.
- 8.2 Except for a meal break or rest period, ordinary hours on any day shall not be worked in broken periods. (See clauses 11 and 12).
- 8.3 At least 8 hours shall lapse between an Employee's ordinary hours of work on any one day or shift and the next.
- 8.4 The Company shall post a roster of the ordinary work hours of all Employees and shall not change this roster, except by mutual agreement or except in the case of an emergency, unless 14 days' notice is given to the Employee concerned.
- 8.5 By mutual agreement between the Company and an Employee, the hours or days of work may be altered without incurring penalties.
- 8.6 Ordinary hours of work for a Day Work Employee shall be restricted to a maximum of 8 on any day. However, by mutual agreement up to 10 ordinary hours may be worked.
- 8.7 The method of implementation of a 12-hour day shall be subject to negotiation between the Company, the Employees and the Union.
- 8.8 The extension of 12-hour shift system beyond present work units will be subject to negotiation between the Company, the Employees and the Union.

9. Rostered Days Off (RDO's)

- 9.1 5-day, 7-day Shift Work Employees and Day Work Employees scheduled to work in excess of 38 ordinary hours per week in a work cycle will have 0.4 hours accumulated for a RDO. The 0.4 hours will accumulate when an Employee works all their scheduled ordinary hours on a day and when on paid sick leave, paid public holidays, paid jury service, paid compassionate leave and paid family leave.
- 9.2 There is no accrual of an RDO when on annual leave or an RDO.
- 9.3 Once an Employee has accrued the equivalent of 45.6 hours RDO, the Company may request the employee to utilise such RDO hours within 1 month or by mutual agreement for hours over and above this accrued amount.

If an Employee has a need to accrue further RDO hours, this may be arranged by mutual agreement with the Company.
- 9.4 A RDO shall be taken at a time or times mutually agreed upon when the Employee has accumulated 7.6 hours credit for each day off which shall be deducted from accumulated credit hours. An Employee may, with the consent of the Company, take RDO's in part-day amounts. Payment for a RDO shall be at the same rate as if worked. An Employee shall not be entitled to sick leave for illness on a RDO.
- 9.5 Where by agreement an Employee works on a RDO, the Employee may by agreement be granted a substitute RDO at a mutually agreed time or may be paid overtime rates for the time worked.
- 9.6 All accrued RDO's will be paid out upon termination of employment.
- 9.7 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.
- 9.8 This subclause is subject to the Company informing the Union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the Union to participate in negotiations.

10. Overtime

- 10.1 An Employee shall work reasonable overtime as required.
- 10.2 Any time worked in excess of the ordinary hours on any one day shall be overtime and paid for at a rate of time and a half for the first 2 hours and double time thereafter calculated on the Employee's relevant weekly grade wage rate.
- 10.3 Where an Employee is required to work overtime not continuous with the completion or commencement of his or her ordinary scheduled work hours, he or she shall be employed for a mutually agreed period of time and paid for the time worked at the overtime rate.
- 10.4 Where overtime extends from one day into the next, such a period of overtime shall be regarded as all having been worked on the first day for payment purposes.
- 10.5 Where an Employee works more than 3 hours' overtime on site on call back or continuous with the completion of his or her scheduled ordinary working hours, the Employee shall be allowed a minimum of 8 continuous hours' break prior to resuming work.
- 10.6 Should an 8-hour break not be allowed, the Employee shall be paid at double time of the Employee's relevant weekly grade wage rate for all time worked after the completion of overtime until such a break is allowed.
- 10.7
- (a) An Employee who is required to work 2 hours' overtime after their normal finishing time without being notified the previous working day shall be entitled to meal allowance as per Item 3 of Table 2.
- (b) An Employee who is required to work 2 hours' overtime before their normal starting time without being notified the previous working day shall be entitled to meal allowance as per Item 3 of Table 2.
- 10.8 An Employee, other than an Employee rostered to work ordinary hours on a Saturday, shall be paid time and a half for the first 2 hours and double time thereafter for Saturday work.
- 10.9 An Employee, other than an Employee rostered to work ordinary hours on a Sunday, shall be paid double time for all time worked on Sunday.
- 10.10 An Employee not rostered to work but required to work on a public holiday falling on a Monday to Friday who has not been given the required notice (as per subclause 8.4) shall be paid (as per subclause 17.8).
- 10.11 Full-time Employees will receive first preference for overtime available in their work area.

11. Meal Breaks

- 11.1 Day Work Employees shall be allowed a 30-minute unpaid meal break when working day work.
- 11.2 5-day and 7-day Shift Work Employees shall be allowed a 20-minute paid meal break when working shift work.
- 11.3 Employees working a 12-hour shift system shall be allowed a 40-minute paid meal break which may be taken as agreed.
- 11.4 Unless otherwise agreed, Employees shall not be required to work more than 5 ordinary hours without a meal break.

- 11.5 Notice will be given the previous working day of the Company's intention to vary the time of the meal break. Variation of the time of the meal break will not incur penalty rates.
- 11.6 Overtime rates will be paid for the meal break if the Company fails to give notice the previous working day of its intention to vary the time of the meal break the following day.

12. Rest Periods

A paid rest period of 10 minutes will be allowed at agreed times both before and after the meal break each day in the rest area.

13. Consultation and Productivity

Consultative measures currently operating at the Smithtown Factory shall continue and shall be used to maintain continuing co-operation between the parties to achieve improved productivity of manufacturing and related operations.

To provide a process for change the following provisions shall apply:

Where an issue is raised by the Company or the Union as part of continuous productivity improvement, consultation shall take place as follows:-

- (a) The changes shall be explained to all affected Employees, including details of how the change or changes will work and how they will improve or alter productivity including output, waste, cost, etc.
- (b) Employees will have their input and any alterations or alteration considered.
- (c) Where agreement is reached on the proposed changes, they will be implemented as soon as practicable.
- (d) If no agreement is reached, provided the changes are permitted by the terms of the award, they may be implemented on a trial basis as soon as practicable after the expiry of 2 working weeks from the date on which the productivity improvement is first raised. It is recognised that a trial having a direct impact on all Employees may not be capable of immediate implementation but shall not take longer than four working weeks to implement. The consultative process will continue while the trial continues.

Either party may take the issue to the Industrial Relations Commission of NSW at any stage after the issue is raised.

Where an Occupational Health and Safety issue is raised, it shall be processed in accordance with the applicable Occupational Health and Safety legislation.

Where an Employee has personal difficulties arising from a productivity improvement, those difficulties will be promptly investigated and the Employee will have recourse to the grievance procedure as outlined in the award.

14. Wage Increases

The following increases will apply to wages during the term of this agreement:

- (a) from first pay period commencing on or after 25 April 2004, a 2% increase.
- (b) from first pay period commencing on or after 31 October 2004, a 3% increase.
- (c) from first pay period commencing on or after 24 April 2005, a 2% increase.
- (d) from first pay period commencing on or after 30 October 2005, a 3% increase.
- (e) from first pay period commencing on or after 30 April 2006, a 2% increase.

- (f) from the first pay period commencing on or after 29 October 2006, a 3% increase

The payments shown above in (c) and (e) are subject to agreement at the Factory that continuous improvement in the Factory performance is occurring.

Evidence of this will be as follows:

- (i) Positive movement in the Factory's KPI's. KPI's will include 3 core and 2 specific KPI's in each agreement term.
- (ii) Agreement by all parties of changes required to improve the business.
- (iii) No industrial action occurring. In the event that a payment as outlined in (c) or (e) above is not made due to industrial action being taken, the Union reserves its right to take the claim for the payment to be reinstated to the New South Wales Industrial Relations Commission.
- (iv) Satisfactory performance of the site training and consultative processes.
- (v) Other issues that may be raised by Employees, the Union or the Company.
- (vi) No extra claims for wages or conditions made on the Company.

This evidence shall be considered at the Factory 3 months prior to the due date and, where progress is unsatisfactory, the reasons for this will be examined and a plan put in place to correct any problems.

Where, on the due date, performance is still unsatisfactory, the Company reserves its right to reduce a payment or defer it for a period.

Where the Union disagrees with this decision, it can pursue the issue through the disputes procedure. All grievances are to be processed through the agreed procedures without industrial action. (See clause 5).

15. Allowances

With a move to a CBT classification and wages system which is in effect a payment for skills system, the treatment of the allowances described below will be reviewed annually. Allowances described below will be increased in line with scheduled wage increases and continuous improvement in Factory performance as specified in clause 14.

15.1 Emergency Team Allowance

Employees appointed by the Company as permanent members of the Emergency Team shall be paid an allowance as per Item 1 of Table 2 per week, in addition to other payments to which they are entitled under this award. The allowance shall not be included for the calculation of overtime payments or other payments.

The allowance will continue to be paid provided Employee attends the required number of training sessions per calendar year as specified by the Occupational Health and Safety Committee in order to maintain skill levels and continues to be ready willing and able to carry out the duties required of an Emergency Team member.

15.2 First-Aid Allowance

An Employee who holds a current first-aid accreditation and is appointed by the Company as a First-aid Attendant shall be paid an allowance as per Item 2 of Table 2 per week, in addition to other payments to which they are entitled under this agreement. The allowance shall not be included for the calculation of overtime payments or other payments.

The allowance will continue to be paid provided the appointed Employee maintains currency of accreditation by completing refresher training and continues to be ready willing and able to carry out the duties required of a first-aider.

15.3

(a) Team Co-ordinator Allowance

An Employee appointed by the Company who is responsible for the technical co-ordination of an area within the plant shall be paid a margin as per Item 4 in Table 2 per week above the employees relevant weekly grade wage rate. Where such an appointment is on a permanent basis, this allowance has been incorporated in the Grade 5 wage rate as shown in Table 1 but will continue to be treated as a separate allowance paid on a per week basis.

(b) Temporary Team Co-ordinator Allowance

Where an Employee is nominated by the Company and performs the duties of a Team Co-ordinator temporarily, that Employee shall be paid an hourly allowance for the hours they are nominated to undertake and perform such duties. The hourly amount of this allowance is to be the amount stipulated in Item 4 of Table 2, divided by 38. This pro rata amount will not exceed the weekly amount stipulated in Table 2.

15.4 Workplace Trainer Category 1 Allowance

Workplace Trainer Category 1 shall be paid at the rate of \$3.80 per week for all purposes regardless of whether the Employee provides training or not.

This allowance will be known as Workplace Trainer Category 1 Allowance.

15.5 Workplace Assessor A Allowance

Workplace Assessor A shall be paid at the rate of \$2.50 per week for all purposes regardless of whether the Employee conducts assessments or not.

This allowance will be known as Workplace Assessor A Allowance.

15.6 Confined Space Allowance

Competent employees suitably trained by the Company and authorised to issue entry permits and/or enter confined spaces shall be paid an allowance as per Item 5 of Table 2 per week, in addition to other payments to which they are entitled under this award. The allowance shall not be included for the calculation of overtime payments or other payments.

The allowance will continue to be paid provided the Employee attends the required training sessions specified by legislation and the Occupational Health and Safety Committee in order to maintain skill levels. The allowance will not continue if the ability to issue entry permits and/or enter confined spaces is no longer required by the role.

16. Mixed Functions

An Employee performing duties of a higher grade job for more than 1 hour on any day (except when working or relieving whilst undergoing training) shall be paid at the higher grade rate for all hours worked on that day including overtime.

17. Public Holidays

17.1 The following days shall be public holidays:

New Year's Day, Australia Day (26 January), Good Friday, Easter Saturday, Easter Monday, Anzac Day (25 April), Queen's Birthday, Eight Hour Day, Christmas Day (25 December), Boxing Day, Picnic Day and any other day gazetted as a public holiday in the State of New South Wales.

- 17.2 By agreement with an Employee or all Employees, a day other than the gazetted day may be observed as the holiday.
- 17.3 Picnic Day shall be allowed and observed on a mutually agreed day.
- 17.4 An Employee shall be paid for a public holiday when he/she attends work on both days rostered to attend work before and after the holiday. Where sick leave is claimed for either day, verification to the satisfaction of the Company shall qualify an Employee to receive payment for the public holiday.
- 17.5 Day Work Employees and 5-day Shift Work Employees shall receive a day's pay for each holiday falling on a Monday to Friday inclusive.
- 17.6 7-Day Shift Work and 12-Hour Shift Work Employees shall receive a day's pay for each holiday, whether rostered to work that holiday or not.
- 17.7 An Employee rostered to work on a holiday shall in addition to the payment under subclauses 17.5 or 17.6 of this clause be paid single time extra for the time worked.
- 17.8 An Employee not rostered to work on a holiday but required to work on a holiday shall, in addition to payment under subclauses 17.5 or 17.6 of this clause, be paid time and one half for the time worked.

18. Annual Leave

- 18.1 The provisions of the *Annual Holidays Act 1944* (the Act) apply, which allows for 4 weeks' paid annual leave per annum.
- 18.2 As far as practicable, at least 3 months' notice shall be given of a shutdown and its intended duration.
- 18.3 7-Day Shift Work Employees shall have an additional annual leave entitlement of 1 week's leave.
- 18.4 All Employees, on taking annual leave that has fallen due in accordance with the Act, shall be paid an allowance in advance being the greater of:
- (a) 17.5% of the Employees relevant weekly grade wage rate per week of leave taken; or
 - (b) The applicable shift allowance for the projected roster.
- 18.5 In relation to mixed functions, for the purpose of calculating an Employee's ordinary pay it shall be the rate applicable at the date of commencement of leave.
- Casual Employees - refer to subclause 30.9.
- Temporary Employees - refer to subclause 30.10.
- 18.6 Where Employees are pre-planning annual leave, discussions should be held with the Department Manager to ascertain business needs at that time and the practicality of such leave

19. Long Service Leave

The provisions of the *Long Service Leave Act 1955* apply.

20. Compassionate Leave

For the life of this agreement, Employees covered by it will be entitled to compassionate leave in accordance with Nestle Bereavement Leave Policy. Any more generous bereavement leave provision introduced during the life of this agreement arising from changes in Company policy, new award provisions or government legislation/regulation will apply to Employees covered by this agreement.

21. Jury Service Leave

A Full-time or Temporary Employee required to perform jury service during his or her normal work hours shall be paid the difference between the Employee's relevant grade wage rate for the period and the jury service payment.

22. Parental Leave

The Company's Parental Leave Policy, applicable at the time of certification of this agreement, shall continue to apply for the duration of this agreement, provided Employees shall not be excluded from any improvement to the policy which may occur during that period.

23. Sick Leave

- 23.1 Full-time and Temporary Employees shall be entitled to 76 hours' sick leave for each completed year of service.
- 23.2 Such sick leave shall accumulate on a pro rata basis indefinitely.
- 23.3 An Employee, ill and unable to attend work, shall notify the Company at his or her earliest convenience and in any event no later than 24 hours of falling ill of the nature of the illness and the estimated duration of absence.
- 23.4 An Employee shall prove to the satisfaction of the Company that he or she was unable on account of illness or injury to attend duty for any absence of more than 2 days. Where an Employee has had 2 such instances in a calendar year, all further instances of sick leave of 2 days or more must be proved to the satisfaction of the Company.

Where an Employee's single-day absences indicate misuse, the Company will review such single-day absences with the Employee.

12-hour Shift Work Employees who work on a public holiday and fall ill the previous or following day shall not be required to produce evidence of the absence unless the absence is longer than 2 days.

- 23.5 An Employee on Workers' Compensation with sick leave entitlements will not be entitled to claim sick leave payments but, upon request to the employer, will be entitled to the difference between the amount received as Workers' Compensation and full pay. If the Employer pays the difference, the Employee's sick leave entitlement under this clause will, for each week during such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.

24. Personal/Carer's Leave

- 24.1 Use of Sick Leave
- (a) An Employee other than a Casual Employee, with responsibilities in relation to a class of person as 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 current or accrued sick leave entitlement provided for at clause 23 of this 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 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 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 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.

24.2 Unpaid Leave for Family Purpose

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 subparagraph (ii) of paragraph (c) of subclause 24.1 who is ill.

24.3 Annual Leave

- (a) An Employee may elect with the consent of the Company, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding 5 days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (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 the Company 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.

24.4 Make-up Time

- (a) 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.
- (b) 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.

25. Conditions of Employment

25.1 Contract of Employment

Contracts of employment shall be as defined in clause 6.

Each Employee will be advised, before commencing employment, of the terms of their employment.

An Employee's terms of employment will not be changed unless by mutual agreement.

25.2 Probationary Period for Full-time Employees

Appointment as a Full-time Employee is subject to a 3 months' probationary period during which performance will be reviewed at monthly intervals and, if satisfactory, the Employee will remain a Full-time Employee of the Company. If unsatisfactory, employment will be terminated. If within the next 3 months the Employee's performance becomes unsatisfactory, the Union shall be advised and the Company shall take appropriate disciplinary action up to and including termination.

25.3 Promotions/Transfers - Performance Review

The criteria for assessment of Employees for promotion, transfer between departments, etc. will include the performance review and will be in accordance with the published Discrimination-Free Workplace Policy and, in the case where all things are equal, seniority will be a factor taken into consideration. Employees will be encouraged to participate in an annual Performance Review.

The review sets the minimum frequency for a formal review of the Employee's performance against the prescribed assessment criteria. The process provides a forum for Management and the Employee to discuss ongoing development and training in order to improve productivity and efficiency, increase personal skill development, motivation, self esteem and the development of agreed skills related career paths that satisfy the Employee's aspirations and the Company's future needs.

It is recognised that some Employees may not wish to participate in the performance review process.

25.4 Termination of Employment

25.4.1 Notice of Termination by Employer

- (a) In order to terminate the employment of an Employee, the Employer must give to the Employee the following notice:

Period of Service	Period of 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

- (b) In addition to the notice in 25.4.1(a), Employees over 45 years of age at the time of the giving of the notice with not less than 2 years' service are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in 25.4.1(a) and (b) must 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.
- (d) In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.
- (e) The period of notice in this clause does not apply in the case of dismissal for serious misconduct or in the case of Casual Employees, Apprentices or Employees engaged for a specific period of time or for a specific task or tasks.

25.4.2 Notice of Termination by Employee

The notice of termination required to be given by an Employee shall be the same as that required of an Employer, except that there is no additional notice based on the age of the Employee concerned. If an Employee fails to give notice, the Employer has the right to withhold moneys due to the Employee to a maximum amount equal to the ordinary-time rate of pay for the period of notice.

25.4.3 Without Notice

Employment may be terminated without notice for serious misconduct, including neglect of duty, inefficiency, malingering, pilfering, physical or verbal abuse of another person, abuse of alcohol or drugs affecting the Employee's work performance and payment will be up to the time of termination.

25.5 Stand-down

The Company shall have the right to deduct payment for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any cause for which the Company cannot reasonably be held responsible.

25.6 Abandonment of Employment

The absence of an Employee from work for a continuous period of 3 working days without the consent of the Company and notification to the Company will be deemed abandonment of employment and wages will be paid up to the last time of work. This is recognised as a resignation by the Employee unless, within a period of 14 days since the last attendance at work, the Employee establishes to the satisfaction of the Company he or she was absent and could not notify the Company for a reasonable cause.

25.7 Work to be Performed

- (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.

26. Payment of Wages

26.1 Temporary and Full-time Employees

Wages are to be paid weekly, not more than 2 days in arrears, into a bank, building society or credit union account nominated by the Employee.

26.2 Casual Employees

Casual Employees are to be paid by cheque at the completion of their engagement. If an Employee so wishes, wages may be paid into a bank, building society or credit union account nominated by the Employee at the same time of payment of Temporary and Full-time Employees' wages.

26.3 Pay Period

Day Work Employees

Unless otherwise agreed at the site, the weekly payment of wages will occur on Tuesday of each working week. Payment will be for the hours worked between Monday to Sunday of the previous week.

Shift Work Employees

Unless otherwise agreed at the site, the weekly payment of wages will occur on Thursday of each working week. Payment will be for the hours worked between Wednesday to Tuesday of the previous week.

27. Deduction of Union Fees

Where authorised by an Employee, the Company shall deduct from wages Union membership fees which shall then be forwarded to the Union.

28. Shift Workers

Notwithstanding anything in this award, the following principles will apply:

28.1 12-Hour Shift Employees

- (a) The shift roster in the Extract and Scott Plants will be a continuous 12-hour shift roster, 4 days on 4 days off, 2 early shifts followed by a 24-hour break followed by 2 late shifts.
- (b) Employees working this shift roster will be paid according to the "Annualised Wage System". (See clause 29).
- (c) Annual leave, sick leave and long service leave shall be deducted and paid for the ordinary hours taken.

28.2 Shift Allowances

A Shift Worker shall be paid the following allowance:

	Grade Wage Rate %
(i) 5-day Shift Worker	15
(ii) 7-day Shift Worker	30
(iii) 12-hour Shift Worker	30

29. 12-Hour Shift Workers - AWS

Employees working this shift roster will be paid according to the "Annualised Wage System".

The concept of the AWS is to annualise the weekly pay of 12-hour Shift Employees ("Employees"). This is achieved by totalling:

45 ordinary weeks

2 weeks' sick leave ("SL")

5 weeks' annual leave ("AL")

11 public holidays at 7.6 hours per day

to arrive at a weekly average for 52 weeks of the year.

Where Employees do not take their expected total of AL or SL in a designated year, Employees will be reimbursed. This will be calculated on an annual anniversary date and may consist of outstanding shift and or overtime payments.

29.1 Pay Structure (as at 28/10/98)

Ordinary hours per week: 38

	Hourly	Weekly
Ordinary Base Rate	14.1463	\$537.56
Shift at 30%		\$161.27

Employees work an average of 42 hours per week based on an 8-week cycle. The 8-week cycle consists of 4 weeks of 4-day weeks and 4 weeks of 3-day weeks. The 8-week rotation is illustrated as follows:

Cycle A

Week 1	12	12	12	12	R	R	R
Week 2	R	12	12	12	12	R	R
Week 3	R	R	12	12	12	12	R
Week 4	R	R	R	12	12	12	12

Cycle B

Week 5	R	R	R	R	12	12	12
Week 6	12	R	R	R	12	12	12
Week 7	12	12	R	R	R	R	12
Week 8	12	12	12	R	R	R	R

2 hours a week of overtime on each of the 4-day weeks are transferred to the 3-day weeks to complete the 38-hour ordinary week in the 3-day week. The balance of 8 overtime hours on the 4-day week is then divided between the 4- and 3-day week as follows:

Week	Ordinary Hours	Overtime Hours	Total Hours
4 Day Week	38	10	48
3 Day Week	36	0	36
Transfer Hours	2	-2	0
Total	76	8	84
Weekly Average	38	4	42

Overtime hours per week are then divided into 1 hour of time and a half (1½) and 3 hours' double time (2x).

Weekly earnings are calculated as follows:

Weekly Base Rate	WBR	\$537.56
Ordinary Base Rate	OBR	\$14.1463
Ordinary Time & 1/2	ORD 1.5	\$21.2195
Double Time	ORD 2X	\$28.2926
Shift Rate	SR	30%
Weekly Shift	WS	\$161.2680

Annualised weekly earnings in the AWS are calculated as follows:

					Weeks	\$
Ordinary Week	537.56	161.27	106.10	804.93	45.00	36,221.85
Annual Leave	537.56	161.27	-	698.83	5.00	3,494.15
Sick Leave	537.56	-	-	537.56	2.00	1,075.12
Public Holidays (11 days x 7.6 hours* OBR/52 weeks)				22.74	52.00	1,182.48
					Total:	41,973.60
					Weekly Average:	807.10

Ordinary Hours

For both 4- and 3-day weeks, ordinary hours will equal the number of days times standard ordinary hours per day. Total ordinary hours are then adjusted to average the weekly earnings to 38 hours. In a 4-day week, 5.428 hours will be deducted to be paid in a 3-day week and vice versa if the 3-day week falls in advance. Both total hours and hours deducted or advanced are to be displayed on the payslip for the pay period plus a year to date total.

A day of ordinary time will consist of 10.857 hours (the balance of the 12-hour day is overtime). This is derived from totalling 8 weeks times 38 ordinary hours (8 x 38 = 304hrs) divided by 3.5 days per week (8 x 3.5 = 28) to arrive at 10.857 ordinary hours per day (304/28 = 10.857).

The value of annualised ordinary hours do not reflect the ordinary base rate of \$14.1463, as this rate must be annualised. This is calculated as follows:

	\$
Averaged weekly pay	807.18
Less: Shift Allowance	161.27
Less: Overtime Payments	106.10
Less: Weekly Public Holiday Payment	22.74
Weekly Average Base Rate (annualised ordinary)	517.08
Hourly Average Base Rate	13.6074

This rate is applicable for:

Ordinary hours worked as part of the rostered week;

The first 190 hours of AL per year;

The first 76 hours of SL per year.

Annual Leave

Employees are required to take 190 hours (this is the equivalent of 5 weeks of 38 hours) of AL each year. Each day of AL will consist of 10.857 hours (the annualised week equals 3.5 days). The first 190 hours will be paid at the hourly average base rate (as described above) with no further deduction of rostered overtime required.

Where an Employee does not take 190 hours of AL, the balance of overtime underpaid under the AWS will be reimbursed at an agreed annual anniversary date. Conversely, if AL over the course of the year exceeds 190 hours, there will be a reduction in the routine weekly overtime payment in the pay period concerned. For details of the reduction, please refer to the section headed "Shift Allowance and Rostered Overtime".

New Employees, Employees with no accrued AL or Employees with less than 190 hours accrued at the commencement of the AWS will also be paid at the weekly average base rate. Similarly, these Employees will be reimbursed any shortfall on overtime at the agreed anniversary date.

Pay weeks made up entirely of AL or part thereof will continue to have the normal 5.428 or 5.429 hours deducted or added to arrive at the standard 38 hours per week. AL exceeding 190 hours will be paid at the hourly average base rate.

AL hours paid (as shown on the payslip) will reflect the hours taken off their leave balance. Employees leave balances will not be reduced until the leave is taken.

Sick Leave

Employees are assumed to take 76 hours of SL each year. Each day of SL will consist of 10.857 hours. The first 76 hours will be paid at the hourly average base rate (as described in "Ordinary Hours" above) with no further deduction of shift allowance or rostered overtime required.

Where an Employee does not take 76 hours of SL, the balance of overtime and shift allowance underpaid under the AWS will be reimbursed at an agreed annual anniversary date. Conversely, if SL over the course of the year exceeds 76 hours, there will be a reduction in the shift allowance and rostered overtime payments in the pay period concerned. For details of the reduction, please refer to the section headed "Shift Allowance and Rostered Overtime".

Pay weeks made up entirely of SL or part thereof will continue to have the normal 5.428 or 5.429 hours deducted or added to arrive at the standard 38 hours per week. SL exceeding 76 hours will continue to be paid at the hourly average base rate.

New Employees, Employees who have utilised their SL or have less than 76 hours available at the commencement of the AWS will also be paid at the hourly average base rate. Similarly, these Employees will be reimbursed any shortfall on overtime or shift allowance at the agreed anniversary date.

SL hours paid (as shown on the payslip) will reflect the hours taken off their leave balance. Employees leave balances will not be reduced until the leave is taken.

Shift Allowance ("SA") and Rostered Overtime ("ROT")

SA is calculated on 30% of the weekly base rate (refer above). SA will be paid in full where an employee attends to commence his or her shift.

ROT payments are still based on the ordinary base rate (refer above). The first 1.143 hours of an Employee's shift is deemed to be overtime with the remaining time being ordinary hours. For example, an Employee who retires sick after 2 hours of a 12-hour shift will receive 10 hours' SL and have 10 hours deducted from his or her SL accrual. No ROT would be deducted in this instance.

Each week's payment of both SA and ROT will be recorded on the payslip in units of days. The standard week will consist of 3.5 units (days) of ROT and SA. Any adjustments to SA and ROT will be based on the daily rate or a percentage of. The daily rate is calculated as follows:

APS Payslip		(4-day Week)	
Payslip Nor./Adj.	A	-5.428	
Payments		Units \$	YTD Units
Ordinary Ann.	0	-	
Annual Leave Ann.	0	-	x.xxx
Sick Leave Ann.	4	43.428	x.xxx

SA and ROT standard weekly payments will not vary except where:

AL paid exceeds 190 hours for the year, 1 day of ROT deducted per day (10.857 hours) of excess AL;

SL paid exceeds 76 hours for the year, 1 day of ROT and SA deducted per day (10.857 hours) of excess SL;

Payment of LSL, 1 day of ROT and SA deducted per day (10.857 hours) of long service leave;

Leave without pay, 1 day of ROT and SA deducted per day (10.857 hours) of leave without pay.

In general, the above deductions are in line with current practice with the exception where an Employee does not attend for any of the total 3 or 4 shifts for the week due to AL, SA or LSL. In this instance the number of days absent will continue to be deducted off the applicable ROT or SA.

For example, where SL is taken for all 4 days of the week and the Employee's incidence of SL for the current year exceeds 76 hours, an Employee's ordinary wages will be reduced below the weekly average base rate. This is a result of 4 days' SA and ROT being deducted from the standard 3.5 ROT and SA. Similarly, in the example of a 3-day week where SL is taken for all 3 days of the week, ROT and SA are deducted for 3 days. Hence an Employee will receive his or her weekly average base rate plus half a days ROT and SA. Refer to Annexure 2 for a detailed example of both scenarios.

Long Service Leave ("LSL")

LSL will be paid at the hourly average base rate. No SA or ROT will be paid when in receipt of LSL. For example, a day's LSL will mean a reduction in 1 day's ROT and SA.

Pay weeks made up entirely of LSL or part thereof will continue to have the normal 5.428 or 5.429 hours deducted or added to arrive at the standard 38 hours per week.

Compassionate Leave

Compassionate leave will be paid at the hourly average base rate. No SA or ROT will be paid when in receipt of compassionate leave. For example, a day's compassionate leave will mean a reduction in 1 day's ROT and SA.

Pay weeks made up entirely of compassionate leave or part thereof will continue to have the normal 5.428 or 5.429 hours deducted or added to arrive at the standard 38 hours per week.

Workers' Compensation

Workers' Compensation will be paid as per the Workers' Compensation legislation as may be in place at such time.

Public Holidays

Public holiday payments of 7.6 hours per day to a total of 11 days have been totalled and are to be paid over the term of the year on a weekly basis. These payments will continue to be paid weekly regardless of the make-up of the pay, including time off without pay in the short term.

Beyond the short term, continuation of public holiday payments will be at Management discretion based on individual circumstances. Management will review this approach at completion of the trial period.

Other principles applying to public holidays are as follows:

Employees rostered off on a public holiday will receive payment as per subclauses 17.6 and 17.7, already being paid in weekly instalments.

Employees rostered to work will receive an additional 4.4 hours at single time based on the ordinary base rate.

Employees engaged on a public holiday but not rostered to work will be paid at time and a half for all hours worked as per subclause 17.8 based on the ordinary base rate.

Where a public holiday falls on a rostered day during an employees period of AL, 10.857 AL hours will be paid and deducted from the Employee's accrual.

In the event of an additional public holiday being declared, this will be paid during the corresponding pay week as follows:-

Employees rostered off will receive payment as per subclause 17.6 - 7.6 hours at the ordinary base rate;

Employees rostered to work will receive single time extra at the ordinary base rate for all hours worked as per subclause 17.7.

Leave without Pay

No ROT and SA will be paid when on leave without pay.

Anniversary Date Review

Once a year at an agreed date Employees will have their year to date leave reviewed and any outstanding payments will be reimbursed. These will include:

ROT where AL taken for the year is less than 190 hours.

ROT and SA where SL taken for the year is less than 76 hours.

Hourly average base rate times the balance of hours less than 22 hours on the Employee's ordinary accrual. This may occur where an Employee changes shifts during the year or works in a relieving position.

Similarly, at this anniversary date the Company will recoup overpayments to Employees. This will include hourly average base rate times the balance of hours greater than 22 hours on the Employee's ordinary accrual. This may occur where an Employee changes shifts during the year or works in a relieving position.

Outstanding payments or reimbursements from Employees are to be settled within one month of the anniversary date. This period is to allow sufficient time for the balance to be calculated by the pay office as many anniversary dates will fall simultaneously.

Where an Employee finishes with the Company midway through the year, any outstanding payments or overpayments will be settled in the employees final pay.

30. Casual and Temporary Employees

- 30.1 A Casual Employee is an employee engaged for a minimum of 4 and a maximum of 12 ordinary hours per day.
- 30.2 Casual Employees may be engaged on any roster or shift system operating at the workplace if he or she agrees in writing upon commencing with the Company.
- 30.3 Casual Employees will be engaged at the Grade 1 rate for the first 500 hours of work completed. Following 500 hours, Casual Employees will complete a competency assessment as administered by the Company. On successful completion of this assessment, the Casual Employee will be engaged at the Grade 2 rate.
- 30.4 When engaged on roster or shifts, Casual Employees receive the appropriate shift penalties based on their ordinary hourly rate of pay for all ordinary hours.
- 30.5 A Casual Employee's ordinary hourly rate is 120% of a Weekly Employee's hourly rate for the grade job for which they are competent.
- 30.6 Ordinary hours for a Casual Employee will be as per the rostered shift length he or she is engaged upon.
- 30.7 Casual Employees will work no more than 40 hours in a pay week.
- 30.8 A Temporary Employee is one engaged for a specific period of at least 38 ordinary hours. Where an employee is engaged on a short term temporary basis, i.e. between 1 and 3 weeks' duration, there shall be a maximum of 5 such engagements per calendar year, unless agreed vacancies or business needs require.
- 30.9 Union Delegates and Management will monitor casual and temporary work on a regular basis.
- 30.10 As provided for in the *Annual Holidays Act 1944*, Casual Employees will be paid an additional 1/12th of their ordinary earnings as pro rata annual leave at the end of the period of engagement.
- 30.11 As provided for in the *Annual Holidays Act 1944*, Temporary Employees will accrue pro rata annual leave entitlements. The balance of untaken leave shall be paid at the end of the period of engagement.

31. Superannuation

As required by the *Superannuation Guarantee (Administration) Act 1992*, the Company shall, for each Employee, contribute to a scheme the appropriate amount as detailed in the Nestlé Australia Ltd (Superannuation) Award 1987 and the Consent Order of 1990 (C No. 20238 of 1990), i.e.

- 31.1 Weekly Employees - The Company shall in respect of each Weekly Employee contribute to a scheme, of which the Employee is a member and to which the Company is bound to contribute pursuant to the relevant Trust Deed of Adherence, an amount equal to 3% of the ordinary time earnings of such employee.
- 31.2 Casual Employees - The Company shall in respect of each Casual Employee who has been employed by the Company for at least 38 hours over a 6-monthly period contribute to a general industry scheme of which the Employee is a member and to which the Company is bound to contribute pursuant to the relevant Deed of Adherence, an amount equal to 3% of the ordinary time earnings of such Employee.
- 31.3 "Scheme" means the Nestlé Australia Retirement Plan, the Meat Industry Employees Superannuation Fund or any other fund or scheme that comply with the Australian Government's Operational Standards for Occupational Superannuation Funds.

- 31.4 "Ordinary-time Earnings" means the ordinary periodic salary wages or other remuneration being paid by the Company to the Employee each week, including, where applicable, shift penalties, tool allowance and leading hand allowance, but not including any bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.
- 31.5 Choice of Fund - Superannuation contributions made by the Company on behalf of the Employees under this agreement may only be made to the Meat Industry Employees Superannuation Fund or the Nestlé administered fund, NAGSF. Employees shall have the choice to have contributions directed to an appropriate fund. This choice may be exercised as at 1 January each year. The cost of any change will be the responsibility of the Employee.

32. Redundancy

This clause is applied in respect of Permanent Employees of the Company who are employed in the classifications set out in this award.

32.1 Consultation and Process

Prior to any redundancies occurring, there shall be consultations in accordance with the relevant award/agreement to ensure all circumstances have been considered and alternative opportunities examined.

Wherever possible, the Company shall endeavour to minimise the need for redundancies by utilising:

- (a) natural attrition
- (b) redeployment of Employees into other roles/areas accompanied by necessary training
- (c) utilisation of Employees to provide relief cover for Employees on annual leave, long service leave or undergoing training

before voluntary redundancies are sought.

The Company will arrange, wherever possible, for an Employee who is to be redeployed into another area within their current location, to gain experience and/or commence training in the new area prior to the permanent redeployment occurring.

Where confirmation has been given that the employment of an Employee is to be terminated as a consequence of their job being redundant, and a vacancy exists which would not normally constitute a suitable alternative to the Employee's previous position, an Employee may elect to trial such position for a period no longer than the notice period.

If at the completion of the trial period the Employee does not wish to continue in that position, then the Employee will be made redundant.

Where redundancies are necessary, the Employees directly affected will receive the first opportunity to accept a redundancy package. This will be subject to the Company retaining the experience and skills necessary to meet its business requirements. Where there are more volunteers than redundancies, Employees with longer service will have preference in accessing a package.

If, during the term of this agreement, the Company has to invoke a redundancy, the Union may seek further discussions with the Company to ensure all aspects of such a move were fully addressed.

32.2 Redundant Employees

Where a decision is taken that a job currently being at the Smithtown Factory is not to be done by anyone, that job will become redundant.

Where the employment of any Employee(s) to whom this Agreement applies is terminated as a consequence of jobs being made redundant, a redundancy benefit shall become payable.

A redundancy benefit shall not become payable in the following circumstances:

- (a) Where an Employee is dismissed for other than redundancy.
- (b) Unless an earlier date is agreed, where an Employee leaves of his/her own accord prior to the Company nominated date of termination.

This clause does not apply in the case of Probationary Employees, Casual Employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks.

32.3 Timing of Departure

Where the employment of an Employee is to be terminated as a consequence of jobs being made redundant, the Employee concerned will, wherever possible, receive confirmation of this 2 months prior to the nominated date of termination.

Once the date of termination has been confirmed, should the Employee request an earlier date of departure due to an offer of alternative employment, the Company will endeavour, wherever reasonable, to facilitate this either through the use of casual, temporary or existing permanent staff. If this is not possible, the Employee should be notified at the earliest opportunity.

Where an earlier date of departure is agreed, calculation of the redundancy benefit shall be to date of departure.

32.4 General Assistance

During the notice period, the Company will consult with each Employee and provide relevant assistance. Examples of this might include attendance at a job search and/or resumé writing workshop; retirement seminar; financial or individual counselling; skills expansion training. Employees will be given a reasonable amount of time off to attend such programmes.

32.5 Redundancy Benefit

Each redundant Employee shall be entitled to a payment equal to 3 weeks' ordinary pay as a severance payment. (See definition of "ordinary pay" in subclause 32.6).

Each redundant Employee shall also receive a service payment which shall be calculated as follows:

A redundant Employee with 3 years' service or less will be paid on termination 3 weeks' ordinary pay for each year of service or part thereof.

A redundant Employee with more than 3 years service will be paid 4 weeks ordinary pay for each year of service or part thereof.

An age allowance will apply to the above payments as follows:

45 years of age, to 49 years of age	an additional 5%
50 years of age, to 54 years of age	an additional 10%
55 years of age, to 59 years of age	an additional 15%
60 years of age and above	an additional 20%

Years of service will be calculated with any part year treated as a whole year.

Where an Employee has had a break in service, years of service will be calculated on actual service deemed to be continuous with the current period of service according to the Long Service Leave Act and the applicable award/agreement.

32.6 Ordinary Pay

In this agreement, "ordinary pay" means the remuneration for the Employee's normal weekly number of ordinary hours of work calculated at the ordinary time rate of pay at the time of receiving notice of their redundancy, including shift penalties.

The calculation of the shift penalties will be as follows:

For the Employee on a fixed shift, it would be the appropriate shift penalties.

For an Employee on a rotating shift, it would be the average of the shift penalties over a normal cycle. In the absence of a normal cycle, it will be the average over the previous 6 months.

In cases where the Employee has worked shift within the past 12 months but on the date of termination is not working shift and therefore not in receipt of shift penalties, the calculation is to consider the period of time that shift was worked within the past 12 months on a pro rata basis.

32.7 Annual Leave

Redundant Employees shall receive payment of pro rata annual leave.

Redundant Employees shall receive the applicable annual leave loading, as prescribed in their respective award, on all annual leave both accrued and pro rata on termination.

32.8 Long Service Leave

Redundant Employees shall receive a pro rata payment, which shall commence after 1 year of continuous employment.

32.9 Superannuation

Redundant Employees' superannuation benefits shall be calculated in accordance with the relevant Superannuation Trust Deeds and relevant awards/agreements.

33. Trade Union Training

A pool of 10 days in total, without loss of ordinary pay, in any one calendar year will be allowed for Union Delegates to attend Company approved Trade Union courses at an agreed time. A request for leave is to be made at least 3 months in advance unless otherwise mutually agreed.

34. Leave to Attend Union Business

The Company may grant leave of absence without loss of pay to Union members to attend Union business.

The Company will grant unpaid leave of absence to Union members to attend Union business if it is advised 14 days prior to the leave the intended duration of the absence, and the Company is satisfied as to the relevance of the business to the Smithtown Factory.

Paid or unpaid leave to attend Union business shall be granted to only one Employee at a time unless agreed between the parties.

35. Area, Incidence and Duration

This award rescinds and replaces the Nestlé Smithtown Enterprise Award 2001 published 4 October 2002 (336 I.G. 588).

It shall apply to all employees of the classifications specified herein.

It shall take effect from 5 November 2004 and shall remain in force until 29 April 2007.

36. No Extra Claims

No claims will be pursued except where consistent with the State Wage Case Principles current during the period covered by this agreement.

37. Grade Wage Rates

Table 1 - Grade Wage Rates*

	KPI 27/10/03 \$	No KPI 26/4/04 \$	No KPI 31/10/04 \$	KPI 24/4/05 \$	No KPI 30/10/05 \$	KPI 30/4/06 \$	No KPI 29/10/06 \$
Grade 1	654.63	667.73	687.76	701.51	722.56	737.01	759.12
Grade 2	667.84	681.20	701.63	715.67	737.14	751.88	774.43
Grade 3	687.99	701.75	722.80	737.26	759.37	774.56	797.80
Grade 4	708.56	722.73	744.41	759.30	782.08	797.72	821.65
Grade 5	Grade 4 + TCO Allowance	Grade 4 + TCO Allowance	Grade 4 + TCO Allowance	Grade 4 + TCO Allowance	Grade 4 + TCO Allowance	Grade 4 + TCO Allowance	Grade 4 + TCO Allowance

*Pay rates are based on the provision that site KPI's are met in line with clause 14.

Table 2 - Allowances

	\$
1. Emergency Team Allowance	5.67 per week
2. First Aid Allowance	7.92 per week
3. Meal Allowance	4.90 per meal
4. Team Co-ordinator Allowance	42.00 per week
5. Confined Space Allowance	5.67 per week

APPENDIX 1

Module	Stream		
	Laboratory	Manufacturing	Packaging
Skill Level 1 - Compulsory:			
Apply safe work procedures	50	50	50
Apply basic food safety practices	20	20	20
Apply basic Q.A. practices	20	20	20
Communicate in the Workplace	20	20	20
Apply basic mathematical concepts	20	20	20
	130	130	130
Skill Level 2:			
Work in a team to achieve designated goals	20	20	20
Locate industry & company products & processes	20	20	20
Manually clean & sanitise equipment		10	10
Use manual handling equipment		20	20
Shift materials safely		20	20
Operate a container washing process		15	
Apply sampling techniques	20		

Pack product manually			10
Conduct routine tests	30		
	220	235	230
Skill Level 3:			
Collect, present and apply workplace information	30	30	30
Implement OH&S principles and procedures	30	30	30
Implement the quality system	30	30	30
Implement the food safety plan	30	30	30
Participate in teams		20	20
Measure and calculate routine workplace data	30		
Operate palletising equipment			15
Conduct minor routine preventative maintenance	40	40	40
	410	415	425
Skill Level 4:			
Implement environmental procedures	30	30	30
Apply sampling techniques			20
Pest prevention and control	40	40	40
Operate a packaging process			40
Participate in a HACCP team	50	50	50
Diagnose and rectify equipment faults	50	50	50
	580	585	655
Skill Level 5:			
Plan to meet work requirements	20	20	20
Analyse and convey workplace information	40	40	40
Facilitate teams		40	40
Calculate and present statistical data	40		
Food Chemistry	60		
Food Microbiology	60		
Manufacturing:		120	
Malt Extract/Milo/Nesquik			
Conduct routine preventative maintenance			50
	800	805	805

APPENDIX 2

(Effective 29.4.2001)

CBT Skill Level	Total Module Points for Skill Level			Current Employees			Employee \$ per Point		
				Lab	Manuf	Pack	Lab	Manuf	Pack
Induction		0		564.57	564.57	564.57			
Level 1		130		576.57	576.57	576.57	0.092	0.092	0.092
	Lab	Manuf	Pack						
Level 2	220	235	230				0.043	0.043	0.043
Level 3	410	415	425				0.042	0.042	0.042
Level 4	580	585	655				0.041	0.041	0.041
Level 5	800	805	805				0.097	0.097	0.097

R. W. HARRISON *D.P.*

(1777)

SERIAL C3530

**HOT STRIP MILL CAPACITY INCREASE PROJECT CONSENT
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group, New South Wales Branch, industrial organisation of employers and a State Peak Council for Employers.

(No. IRC 5553 of 2004)

Before Mr Deputy President Grayson

14 October 2004

AWARD

Clause No.	Subject Matter
1.0	Title
2.0	Objectives and Commitments
3.0	Definitions
4.0	Application of the Award
5.0	Operation and Duration of the Award
6.0	Parties to the Award

- 7.0 General Conditions of Employment
- 8.0 Inductions
- 9.0 Project Allowances
- 10.0 Protective Clothing and Equipment
- 11.0 Supplementary Labour
- 12.0 Unacceptable Employment Practices
- 13.0 On Site Register
- 14.0 Union Rights
- 15.0 Right of Entry of Union Officials
- 16.0 Visiting Union officials
- 17.0 Union Membership
- 18.0 Rights of the Delegate
- 19.0 Environment, Health, Safety and Rehabilitation (EHS&R)
- 20.0 Dispute Prevention Procedures
- 21.0 Procedure for Settling Disagreements Over Safety Issues
- 22.0 No Extra Claims Commitment
- 23.0 Demarcation Disputes Procedure
- 24.0 Anti Discrimination
- 25.0 Personal/Carers Leave
- 26.0 Bereavement Leave
- 27.0 Site Working Time
- 28.0 Rostered Days Off
- 29.0 Inclement Weather
- 30.0 Immigration Compliance
- 31.0 Australian Content
- 32.0 Workers Compensation and Insurance Cover
- 33.0 Apprentices/Trainees
- 34.0 Project Death Cover

SCHEDULES

- Schedule 1 - Project Allowances
- Schedule 2 - Map of Site Location
- Schedule 3 - Immigration/Authority To Obtain Details Of Immigration Status
- Schedule 4 - Declaration of "Local" Usual Place of Residence
- Schedule 5 - Declaration of "Non Local" Usual Place of Residence.
- Schedule 6 - Map Detailing "Local/Non Local" Usual Place of Residence Boundaries
- Schedule 7 - Employment Policy
- Schedule 8 - Project Roster Calendar.

1.0. Title

- 1.1 This Award shall be known as the Project Consent Award (PCA) for the Hot Strip Mill Project Capacity Increase Project (HSMCIP).

2.0. Objectives and Commitments

- 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) Commitment of the parties to avoiding industrial action on the Project;
- (d) Recognition that the Project stands alone and shall not be used as a precedent;
- (e) Continued development of communication processes which facilitate participation by all Employers, Employees and Unions together with the community
- (f) Introduction of new technology and associated change to enhance productivity;
- (g) Improved quality of work; and
- (h) Increase the scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.
- (i) Provision of a career structure for all Employees based on skills and competencies required to deliver this project
- (j) Provision of high standards of occupational health & safety and rehabilitation on the Project;
- (k) Ensuring that all parties are fit & appropriately trained for the task at hand,
- (l) All parties acknowledge their responsibility for delivering a safe Project;
- (m) Improved impact of the Project on the environment.
- (n) Implementation of this Award, and compliance with all relevant statutory provisions;
- (o) Elimination of unproductive time.
- (p) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements.
- (q) Improved reward and recognition for all participants in the Project and shall include increased job satisfaction, improved wages and conditions.
- (r) it is an objective of the unions that all contractors/sub-contractors should have in place appropriate and current enterprise agreements with the relevant unions.
- (s) Minimise the impact of any industrial action on the project that may arise out of the negotiation or renegotiation of subcontractors' enterprise bargaining agreements (EBA's).
- (t) Increasing leisure time for employees by eliminating excessive hours of work.
- (u) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (v) At all times the parties will co-operate and act so as to ensure no disruption to manufacturing operations at adjoining BlueScope Steel Limited operations.

3.0. Definitions

- 3.1 Company means BlueScope Steel Limited (AIS) Pty Ltd or it's successor
- 3.2 Contractor means any Company, Contractor or Sub-Contractor engaged to do site Project Work.
- 3.3 Enterprise Agreement (EBA) means an agreement registered or certified under the *Workplace Relations Act 1996* (Cth) or approved under the *Industrial Relations Act 1996* (NSW).

- 3.4 Industry Award and Award shall mean the following awards of the Industrial Relations Commission of New South Wales or Australian Industrial Relations Commission which shall be the Umbrella Award if the PCA is silent.
- 3.4.1 National Building and Construction Industry Award as at March 1996 (and state counterpart awards).
- 3.4.2 Building and Construction Industry (State) Award
- 3.4.3 National Metal and Engineering On-site construction Industry Award 1989 (and state counterpart awards).
- 3.4.4 Electrical, Electronic and Communications Contracting Industry (State) Award.
- 3.4.5 Mobile Crane Hiring Award 1996.
- 3.4.6 Transport Industry - (State) Award.
- 3.4.7 Transport Industry -Excavated Materials Contract Determination.
- 3.4.8 Plumbing Industry (New South Wales) 1999
- 3.5 Practical Completion is defined as the point of commencement of hot commissioning of the various Work Packages. At this point BlueScope Steel Limited takes responsibility for the operation of the plant from the Contractor.
- 3.6 Hot Commissioning shall mean the point at which the facility becomes available for processing product for downstream processing.
- 3.7 Project Completion shall mean the completion of Project Site Work up to the stage Practical Completion for each Work Package.
- 3.8 Project Manager shall mean the owner's integrated team of Hatch / BlueScope Steel Limited.
- 3.9 Project Site shall mean the area or areas within the Port Kembla Steelworks shown as the project site on the map in Schedule 2.
- 3.10 Project Work means site construction work (as defined by the coverage of industry awards and the BlueScope Steel Limited Board Capital Expenditure Approval Work - HSMCIP) carried out under construction packages managed by the Project Manager of the Hot Strip Mill Capacity Increase Project at Port Kembla Steelworks, Port Kembla, NSW.
- 3.11 Work Package shall mean the HSMCIP construction package covered by an individual Contract managed by the HSMCIP Project Manager.
- 3.12 The following activities are not considered Project Work under this Award.
- 3.12.1 Hot Commissioning activities.
- 3.12.2 Any maintenance related activities

4.0. Application of the Award

- 4.1 This Award shall only apply to Project Site Work actually performed on the Project Site.
- 4.2 Transport Drivers

The Parties agree that the Award does not apply to off site or purely incidental activities such as the delivery of site materials or couriers.

4.2.1 Employees - Project Allowances

It is further agreed that any Transport Worker carrying out work relating to the Project will be paid, in addition to their normal Award/Enterprise Agreement rates of remuneration, any applicable Project Site Allowance and the BlueScope Steel Limited Site Disability Allowance, provided that the driver has had a regular involvement of two (2) hours or more on any day with the Project.

4.2.2 Contract Carriers

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.

4.2.3 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.

5.0. Operation and Duration of the Award

- 5.1 Notwithstanding 5.2, this Award shall operate from the first pay period commencing on or after 14 October 2004 and shall remain in force until Practical Completion or 30 months whichever occurs sooner.
- 5.2 Payments under this Award shall be backdated to the start of Project Work on the Project Site, nominally 15 August 2004, to the extent that Contractors will make up any difference between allowances paid and those set down in Schedule 1.
- 5.3 The backdating under clause 5.2 shall lapse if the Parties, prior to 15 November 2004, do not ratify this Award within 3 months of Site work commencing.
- 5.4 This Award shall operate and bind all Parties, notwithstanding actual or alleged breach of the Award by any Party until it expires as provided for in sub-clause 5.1.
- 5.5 All benefits shall be fixed for the duration of the Award (excluding Clause 9.10 Allowance Increases).
- 5.6 Employee Safety Net Ordinary Time Earnings

The parties agree that it is beneficial to establish on the Project a minimum safety net for ordinary time earnings applicable to Employees who are not covered by an Enterprise Agreement.

The minimum safety net ordinary earnings will be \$17.00 per hour (or a proportionate amount for juniors and apprentices) applicable to Employees who are not employed under an Enterprise Agreement and who would otherwise receive a base rate of pay less than \$17.00 per hour.

6.0. Parties to the Award

- 6.1 This Award shall be binding on the following organisations of employees and their members:
- 6.1.1 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; [AMWU].
- 6.1.2 Construction, Forestry, Mining and Energy Union (NSW Branch); (CFMEU).

- 6.1.3 Electrical Trades Union of Australia, NSW Branch (ETU/CEPU)
 - 6.1.4 Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Plumbing Division (NSW Branch) (PGU).
 - 6.1.5 The Australian Workers' Union (Port Kembla, South Coast and Southern Highlands Branch); (AWU).
 - 6.1.6 Transport Workers Union (NSW Branch - South Coast Sub-Branch) (TWU).
- 6.2 This Award shall be binding on the Company and Contractors performing Project Work and their employees engaged on Project Work.

7.0. General Conditions of Employment

- 7.1 It is a term and condition of employment and of the obligations and rights occurring under this Award that an employee shall;
- 7.2 Work in a safe manner at all times including properly using and maintaining all appropriate protective clothing and equipment provided by the employer for specified circumstances including but not limited to safety helmet, safety footwear, hearing and eye protection, high visibility clothing; and
- 7.3 Be available, fit, ready and willing to perform such work, including shift work, as their employer shall reasonably require on the days and during the hours necessary for the employer to best meet the employer's contractual obligations on the Project; and
- 7.4 Comply with any request of their employer to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration prescribed; and
- 7.5 Employees shall not work more than thirteen (13) consecutive days and shall take at least one (1) Unpaid day off in a fourteen (14) day period, and
- 7.6 Recognise the requirement of the employer to have an appropriate mix of classifications and skills during any hours of work; and
- 7.7 Use any technology and perform any duties which are within the limits of the employee's skill, competence and training provided that they can be safely and legally performed; and
- 7.8 Follow procedures and co-operate with work practices designed to deliver safe work and Best Practice outcomes on the Project; and ,
- 7.9 Comply with the Grievance Procedure of this Award. (Refer Clause 20 & 21)
- 7.10 Employees may be engaged on a casual, daily or weekly basis but only where that particular form of employment is provided for in the relevant industry award or enterprise award. Employees must be engaged in accordance with the provisions of the relevant award or agreement, as amended by this Award. In particular, daily hire employees must be given notice of non-engagement or dismissal before ceasing work on their last day of employment or be paid a day's pay in lieu of notice.
- 7.11 Notwithstanding any existing award or other rights an employee may have, an employee may be terminated without notice in circumstances justifying summary dismissal including serious misconduct and neglect of duty.
- 7.12 A delegate subject to summary dismissal or a delegate subject to transfer off the Project shall be afforded at least 72 hours notice of such dismissal or transfer. Such notice, in the case of dismissals only, may be served off site, if the employer so directs and shall be without prejudice to the merits of the employer's and delegate's position on the dismissal.

8.0. Inductions

- 8.1 Prior to the commencement of work on site, all project employees may be required to attend and undertake the following induction sessions:
- 8.1.1 NSW WorkCover OH & S Induction Training for Construction Work (Greencard)
 - 8.1.2 BlueScope Steel Limited General Induction (Compulsory unless accompanied at all times by an inducted person).
 - 8.1.3 BlueScope Steel Limited Driver Induction/Road & Rail Induction (if duties require)
 - 8.1.4 Hot Strip Mill H1, H2, H3 Induction, Slab Yard Safety Induction, Motor Room Inductions, Personal Locks / Isolation Induction (if duties require).
 - 8.1.5 HSMCIP Site Induction (Compulsory unless accompanied at all times by an authorised inducted person)
 - 8.1.6 "The NSW Transport and Distribution Competency Based Training System Certification (Blue Card) for transport drivers (refer Cl 4.2).
- 8.2 Officials of the signatory parties may attend these sessions.
- 8.3 Inductions are primarily concerned with the safety of the individual employee and will emphasise their responsibility to work in a manner that does not endanger either themselves or others. Other information the inductions will provide include;
- 8.3.1 the scope, purpose and anticipated duration of the project
 - 8.3.2 the Project Award and how it governs the contract of employment of each employee
 - 8.3.3 compliance with the requirements for legislative, employer, employee and environmental standards
 - 8.3.4 the cooperative objectives of this Project Award
 - 8.3.5 the specific dispute resolution procedures of this Project Consent Award
- 8.4 Employees will have to demonstrate a clear understanding of the issues raised in the induction, prior to beginning actual work. (this may include an oral and/or written competency assessment).

9.0. Project Allowances

- 9.1 Fares and Travel

Employees shall be entitled to an allowance (where applicable under the relevant award referred to in 3.4) in accordance with Schedule 1.

- 9.2 Project Site Allowance

A project allowance, in accordance with Schedule 1, shall be paid to employees for each hour worked on the project. This allowance shall be paid as a flat amount for each hour or part thereof greater than 15 minutes worked, and shall not attract any premium or penalty. This allowance shall be for the term of the PCA. This Project Site Allowance is in recognition of all site conditions relating to the nature of the project, conditions on the project site, and the work to be performed.

- 9.3 BlueScope Steel Limited (AIS) Disability Allowance

This Allowance shall apply, in addition to, to all personnel entitled to the Project Site Allowance and the following:

9.3.1 The BlueScope Steel Limited (AIS) Disability allowance as prescribed in the NMEOCA Clause 18.9 is in lieu of allowances for cold work, confined space, dirty work, hot work, height work, insulation work, wet work, multi-storey buildings work, swing scaffold work, asbestos eradication work, and suspended perimeter work platform work (as specified in clause 22 of that award) that are experienced on the BlueScope Steel Limited, Port Kembla (AIS) site.

9.3.2 Contractors whose EBA rates include this specific Allowance as set out in Clause 9.3 shall not be required to pay an additional sum.

9.3.3 The BlueScope Steel Limited (AIS) Disability Allowance shall be paid for every hour as per clause 9.2 This allowance is an all purpose rate, and there shall be no double dipping (i.e. double payment).

9.3.4 In all cases the Project Site Allowance (9.2) shall be paid in addition to the allowance of 9.3

9.4 Superannuation

9.4.1 Minimum employer superannuation contributions shall be in accordance with the Superannuation Guarantee Legislation (SGL) or the amount specified in Schedule 1 whichever is the greater.

9.4.2 Superannuation contributions for each employee shall be made to the agreed fund, for the term of this award, provided that only one fund per employer is permitted.

9.4.3 The Superannuation payment will be based on ordinary hours of work, Fares & Travel Allowance/Project Site Allowance/BlueScope Steel Limited Disability Allowance plus any other allowance specified in the relevant Award / Enterprise Agreement.

9.5 Redundancy

Redundancy contributions for each employee shall be made to either ACIRT or MERT or other schemes approved by all parties, provided that only one fund per employer is permitted. The entitlement is specified in Schedule 1 of this Award. Employees agree to contribute \$1.00 of their weekly ACIRT or MERT or other scheme contribution to the Construction Industry Drug and Alcohol Foundation.

9.6 Pro Rata Provisions for Superannuation and Redundancy Contributions

Where an employee works less than a week on the project site, the employer shall make contributions as per Clause 9.4 & 9.5, on a pro rata basis for each day worked on the project site

9.7 Top Up/24 Hour Income Accident Insurance

Each Employer will provide Workers Compensation Top Up/24 Hour Income Accident Insurance with the Uplus scheme or other schemes, which are approved by the parties to this Award. The amount shall be in accordance with Schedule 1.

9.8 Living Away From Home Allowance

An employee who declares that he/she is a non local as signified by signing and submission of Schedule 5, shall be entitled to a Living Away From Home Allowance (LAFHA) as per Schedule 1, and, Clause 24 Living Away From Home - Distant Work and Clause 24 A Caravan Allowance of the National Building and Construction Industry Award shall apply to all employees of the Contractors. Provided that the award clauses shall operate subject to the following conditions.

9.8.1 "Locals"

If an applicant's/employee's "usual place of residence" is inside the area marked "Local" on the attached map (Schedule 6), then it is deemed that for the purposes of this clause that the applicant/employee is a "Local" and can reasonably return to that place of residence each day and the employee will not be entitled to the Living Away From Home Allowance (LAFHA).

9.8.2 "Non Locals"

If an applicant/employee's "usual place of residence" is outside the area marked "Local" on the attached map (Schedule 6), then it is deemed that for the purposes of this clause that the applicant/employee is a "Local" cannot reasonably return to that place of residence each day and the employee will be entitled to the Living Away From Home Allowance (LAFHA) or provision of reasonable board and lodging, as per the relevant Industry Award, the choice shall lie with the employer.

9.8.3 Project Employment Policy and Declaration

The applicant/employee will be provided with a copy of the project employment policy (schedule 7) at the time of engagement or transfer to the project and will be required to make a declaration (Refer Schedules 5 & 6) as to his/her "usual place of residence". The declaration shall be the sole determinant of the employee's "usual place of residence" for the duration of the project for the purposes of this Award and Clause 24 of the National Building and Construction Industry Award.

9.8.4 Undue Influence or Duress

The declaration referred above will be prima facie evidence that the applicant/employee has not been subject to undue influence or duress. During the induction process employees maybe asked to confirm that they have not been subjected to undue influence or duress.

An employee who has made a declaration and confirmed during the induction process that he/she has not been subject to any undue influence or duress will not be entitled to any additional benefits based on allegations of undue influence or duress.

9.9 Other Award Allowances

In addition to the Project Allowances referred to in sub-clause 9.2 of this Award, the following allowances shall be paid as they are prescribed in the relevant Award, and shall be varied in accordance with movements in the relevant Award allowance:

Leading Hand Allowance;

Registration/License Allowance;

First Aid Allowance;

Refractory Allowance;

Piling Allowance;

Explosive Powered Tool Allowance;

Meal Allowance;

Dual Lift Allowances.

Welding Allowance

9.10 Allowance Increase

The allowances referred to in 9.1, 9.2, 9.4, shall be subject to a 4.5% increase from the first pay period, 12 months from the commencement of the Project Consent Award as defined in Clause 5.1.

10.0. Protective Clothing and Equipment

10.1 Each Contractor engaged on Project Work on the Project shall ensure that their employees are appropriately clothed with long sleeves and long pants made from cotton or cotton blend drill material and steel capped safety boots. The clothing shall be of a High Visibility type and the safety hats shall be orange in colour as this is a condition of working within the Slab Yard and Hot Strip Mills environs.

10.2 In addition to the clothing, Contractors shall ensure that employees are equipped with, trained in the use of and maintenance of, and use at all times when required, Safety Helmet, eye protection, hearing protection, sun cream and any other PPE required for specific job tasks.

10.3 Job - Related Equipment

10.3.1 Each Contractor will supply the following protective equipment/materials for use on specific work tasks as required:

High visibility vest or clothing;

Factor 30+ protective sun screen;

Hearing protection;

Eye protection;

Gloves;

Safety harnesses;

Wet weather apparel

Gumboots;

Hat Brims;

Dust Masks

10.3.2 In addition, one (1) pair of UV-rated safety glasses which conform to AS 1337 will be provided to employees who are required to work on reflective surfaces outdoors. Glasses will be replaced on a fair wear and tear basis. (Note: The wearing of sunglasses within the Slab Yard/Hot Strip Mill / Hot Coil Processing Department buildings is not permitted).

10.4 Clothing Issue

10.4.1 Australian made (where practical) protective clothing will be available to all employees. On commencement of work on the Site, an employee will be provided with a set of protective clothing unless already provided with protective clothing as apart of an EBA provision. Employees will be issued extra protective clothing up to three (3) long sleeved shirts and three (3) pairs of long trousers, protective footwear, annually, and will be replaced on a fair wear and tear basis.

10.4.2 For the time period May to September, one (1) warm, water resistant jacket will be issued. Electricians will be issued with a wool jacket in lieu thereof.

10.5 Crane Safety

The Parties acknowledge that certification of mobile cranes to the NSW WorkCover Regulations and to Australian Standard AS 2550 is mandatory on this Project. The CraneSafe voluntary crane assessment initiative augments this process and mobile crane providers will be required to utilise this service (subject to Crane Safe's capacity) to meet the regulations. This requirement is on the basis of a trial assessment on this project only, on a without prejudice basis.

BlueScope Steel Limited Standard DIV-SE-04-01 "Conditions For Entry For Mobile Equipment" is mandatory and requires mobile cranes to have a current assessment from a WorkCover accredited CraneSafe assessor as part of this process for the issuing of a BlueScope Steel Limited permit to use a mobile crane on the project site.

All mobile cranes engaged by a Contractor on the HSMCIP will be required to be certified prior to the date of commencement of the crane on the project and be valid for the duration on the project site.

11.0 Supplementary Labour

11.1 It is not the intention of the parties to use Supplementary Labour on the Project except as provided by this clause. This means except as provided by this clause, labour is to be engaged directly.

Contractors engaged on the Project to carry out their Works shall have a majority of their workforce employed as direct (permanent or casual) labour with the recognition of the need to utilise supplementary labour for peak demands and special skills resourcing.

11.2 Supplementary Labour shall only be engaged for a maximum period of two (2) weeks per engagement with a Contractor on the Site. There shall be a minimum period of two (2) weeks between engagements of an individual and the same Contractor on the Site. The parties agree that it is not the intention that this clause be used to evade the requirement for direct casual engagement of the individual by the Contractor.

11.3 Contractors will advise the relevant Union prior to a requirement to on hire / off hire supplementary labour

11.4 Supplementary Labour providers shall be required to comply with clause 13.3 & 13.4

11.5 Supplementary Labour engaged by Contractors will be required to be paid the same rates of pay and allowances as the host Contractors employees engaged on the HSMCIP Site Works.

12.0. Unacceptable Employment Practices

12.1 No employer or employee on the Project is to engage in pyramid sub-contracting, all-in-payments, cash-in hand payments or schemes to avoid award or statutory obligations, including inappropriately treating employees as sub-contractors and inappropriate application of taxation.

12.2 Should any suspected deviation from the foregoing be found to exist, the union concerned will notify the Contractor and the Project Manager immediately for investigation. If found to be correct, such deviation will be stopped immediately, rectified and all statutory entitlements paid. If it is determined that the Contractor has repeated the deviation, then the Contractor may be removed from the Site in accordance with the Commercial Terms and Conditions of the Contract applicable.

12.3 Contractors, subcontractors, consultants and suppliers must comply with the provisions of applicable:

12.3.1 Awards, and/or enterprise agreements, and

12.3.2 Legislative requirements

- 12.4 Contractors should ensure that their subcontractors, consultants and suppliers comply with their legal obligations regarding their employees. Any relevant information is to be provided through proper and lawful means, as required by this Award.
- 12.5 Arrangements or practices designed to avoid award and/or legislative obligations including inappropriately treating a genuine employee as an independent contractor and/or inappropriate application of the Australian Business Number (ABN) system of taxation are not permitted. All in payment systems, sham sub-contract arrangements and cash in hand payments are strictly prohibited.
- 12.6 The parties agree that 'all-in' payment and or 'cash-in-hand' payments, or sham subcontract arrangements, (i.e. payments designed to avoid tax, and statutory/EBA or award entitlements) will not be accepted on site. Where such practices are identified they will be immediately stopped.
- 12.7 In the event that it is established that a Contractor is making all-in-payments to employees on the project, then the Contractor shall be required to pay the all-in -payment rate of pay to those affected employees on the Project and in addition shall be required to make all other payments to those affected employees as provided by this Award and legislation/statutory requirement.

13.0. On Site Register

- 13.1 The Project Manager will ensure that all contracts with Contractors include the following terms and conditions:-
 - 13.1.1 That all sub-contractors shall have contracts in writing, and
 - 13.1.2 That this Award shall form part of the conditions of such contracts, and bind all such contractors and sub-contractors, and
- 13.2 The Project Manager shall instruct and ensure each contractor to keep, on site a register containing information of every employer and employee engaged on the site. Each contractor shall supply a copy to the Project Manager upon request.
- 13.3 The Register shall contain the following from Employees;
 - 13.3.1 Name and address of Employee
 - 13.3.2 Emergency Contacts
 - 13.3.3 Classification and copy of WorkCover Certificate.
 - 13.3.4 HSMCIP Induction date
 - 13.3.5 BlueScope Steel Limited Passport Number
 - 13.3.6 Green Card Number
 - 13.3.7 Start Date on Construction Site
 - 13.3.8 Travel and/or living away from home declaration
 - 13.3.9 Union and ticket number (where applicable and if voluntarily provided)
 - 13.3.10 Superannuation scheme name and employee number
 - 13.3.11 Long Service Leave Number
 - 13.3.12 Uplus or equivalent Number
 - 13.3.13 Tax File Number

- 13.3.14 This information, certified as correct to their employer, will be supplied prior to the employee commencing work on site. Contractors will pass the information to the Project Manager
- 13.3.15 Failure to comply with this clause may result in employees being removed from the Project.
- 13.4 The Register shall contain the following information from employers; (Contractors, Subcontractors, Supplementary Labour Providers).
- 13.4.1 Registered business name and address of employer and ABN/ACN number
- 13.4.2 Workers Compensation Policy Number, Underwriter and Currency Certificate
- 13.4.3 Rehabilitation Provider(s).
- 13.4.4 Public Liability Policy Number, Underwriter and Currency Certificate
- 13.4.5 Superannuation Fund Name and employer number
- 13.4.6 Long Service Leave employer number
- 13.4.7 Redundancy, Trust name and employer number
- 13.4.8 Uplus or equivalent Number
- 13.4.9 This information, certified as correct and current, shall be provided to the Project Manager prior to the commencement of work on site by an employer/contractor
- 13.4.10 Failure to comply with this clause may result in persons being removed from the Project.
- 13.4.11 This information is to be kept current and it is the employees responsibility to ensure that changes are forwarded in a timely manner to their employers paymaster.

14.0. Union Rights

- 14.1 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.
- 14.2 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 promote harmony and resolve grievances and disputes in a timely fashion.
- 14.3 All Contractors shall allow up to one (1) paid hour per month for Union communication meetings. These meetings are to be at a pre-agreed time. This time maybe accumulative for up to three (3) months. The Company/Contractor shall provide an appropriate venue on site

15.0. Right of Entry of Union Officials

- 15.1 Accredited Union Officials will have access to the site in accordance with the relevant State or Federal Legislation.
- 15.2 Prior to entry to the Project Site all Union Officials exercising their right of entry will report to the Project Manager's office.

16.0. Visiting Union Officials

- 16.1 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 on site. The Company shall provide an appropriately inducted escort to accompany the union official to the site/meeting venue. Prescribed PPE shall be worn at all times whilst on the site.
- 16.2 Union officials shall produce their right of entry permits, if required, and observe the relevant Construction Awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.
- 16.3 Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation (including those in Clause 13) necessary to ensure that the Employers are observing the terms and conditions of this Award.
- 16.4 All such wages books and other payment records shall be made available within 2 working days on site or at another convenient, appropriate place, provided written notice is given to the Employers and the Project Manager by the Union.
- 16.5 Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Employer Statutory requirements

17.0. Union Membership

- 17.1 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.
- 17.2 To assist in this process the Employer may:
- 17.2.1 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;
- 17.2.2 Ensure that all supervisors are trained in the provisions of the Project Award.

18.0. Rights of the Delegate

- 18.1 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 recognized as the authorized representative of the Union at the site.
- 18.2 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 provided there is no disruption to the progress of normal work.
- 18.3 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:
- 18.3.1 moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
- 18.3.2 changing a delegate's shifts or rosters so that communication with members is prevented or significantly impeded;
- 18.3.3 disrupting duly organised meetings.
- 18.4 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, as follows:

- 18.4.1 at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;
 - 18.4.2 the introduction of new technology and other forms of workplace change;
 - 18.4.3 Career path, reclassification, training issues; and to initiate discussions and negotiating on any other matters affecting the employment of members.
- 18.5 In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following entitlements:
- 18.5.1 the right to reasonable communication with other delegates and management in relation to industrial matters.
- 18.6 The employer of a delegate shall provide to the delegate the following:
- 18.6.1 a notice board for the placement of Union notices at the discretion of the delegate.
 - 18.6.2 where a union office room is not practicable, access to the crib room will be made available.
 - 18.6.3 reasonable use of the telephone for legitimate union business.
 - 18.6.4 from existing resources, and when required access to a photocopier or facsimile machine filing cabinet/drawer.
 - 18.6.5 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 relating to this project only.

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

19.1 Induction

- 19.1.1 All Employees must attend the Inductions specified in Clause 8.0.

19.2 Environment, Health and Safety Plans

Employers which have submitted or are required to submit the following plans.

- 19.2.1 Construction Management Plan, (incorporating the Environmental Management Plan for Construction)
 - 19.2.2 Safety Management Plan (from each contractor)
 - 19.2.3 Specific Construction Safety Studies submitted to the Project Construction Manager (incorporating risk analysis of the works and hazard minimisation)
- Copies of these documents will be made available for employees upon request.
- 19.2.4 HSMCIP Construction Safety Booklet (issued to each employee at Site Induction)

19.3 The Safety Committee

19.3.1 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.

19.4 Implementation of this Clause

19.4.1 The Parties acknowledge and agree that all Parties are committed to safe working procedures.

19.4.2 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 and/or Employee which may include taking all steps required to remove the Employer or Employee from the Project.

19.4.3 The Parties agree that in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and that 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.

20.0. Dispute Prevention Procedures

20.1 The Parties agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between the Company, Contractors and their Employees and to ensure that the Project achieves completion within the specified time and cost.

20.2 If an Employee has a grievance arising out of his or her employment with the employer, the Employee may notify the immediate Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought

20.3 If the matter is not resolved by the immediate Supervisor, the Employee may request that the Supervisor refer the grievance to the Contractor Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate and designated area Union organiser.

20.4 If the matter is not resolved by the Contractor Manager, the Employee may request that the Contractor Manager refer the grievance to the Project Construction Manager and Project Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate and designated area Union organiser.

20.5 If the matter is still not resolved, the Employee may request the Project Manager to refer the grievance to the Vice President Engineering and Environment, BlueScope Steel Limited and the relevant Union Secretary or nominee.

20.6 If the above process does not resolve the grievance either of the parties may refer the grievance to the NSW Industrial Relations Commission for determination.

20.7 Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising. Neither party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

21.0. Procedure for Settling Disagreements Over Safety Issues

21.1 All parties acknowledge that the Job Safety Analysis/Safe Work Method Statement process are the tools and vehicle to identify items of potential risk to workers and equipment and that they shall proactively

participate in the preparation and implementation of these tools and control methods to mitigate the risks associated with the Project tasks.

- 21.2 Where a safety problem exists, work shall cease only in the immediate affected area. Work shall continue elsewhere unless access/egress to other safe working areas is unsafe. However, any problem of access/egress shall be immediately rectified and Employees/workers will use any alternate safety access/egress to/from such safe working areas while the usual access/egress is being rectified.
- 21.3 Should a particular project be in dispute on the basis that the whole project is thought to be unsafe, the following procedures shall apply:-
- 21.3.1 Employees shall not leave the site.
- 21.3.2 Immediate inspection of the project involving the Company, Contractor and Employee representatives shall take place.
- 21.3.3 The Project Manager will nominate the order of priority of the work areas to be inspected.
- 21.3.4 The inspection shall identify the safety rectification work needed to take place in each work zone.
- 21.3.5 As zones are agreed for rectification, all employees/workers who can be gainfully employed shall immediately commence rectification works.
- 21.3.6 Upon verification that such rectification has been completed, productive work will resume. Such resumption of work shall take place progressively as each work area has been cleared.
- 21.3.7 Should any dispute arise then the Project Manager will immediately call a Work Cover Inspector to assist on the procedures required for rectification.

22.0. No Extra Claims Commitment

No claims for wages or conditions in excess of this Award during its period of operation will be made.

23.0. Demarcation Disputes Procedure

- 23.1 It is recognised by the parties to this Award that because of the nature of this project (i.e. the mix of work, size of the total work area and location involved), there is a genuine need to have in place a mechanism capable of swiftly dealing with a demarcation issues as they arise.
- 23.2 It is therefore agreed that:
- 23.2.1 As work is confirmed, and where potential demarcation problems are evident, full discussion shall take place between the employer (contractor, sub-contractor and/or supplier of supplementary labour) and the appropriate Union representatives.
- 23.2.2 If it is not resolved at this level the Project Manager shall be immediately informed in writing and he/she shall advise the South Coast Labour Council within 24 hours. The Project Manager shall, where practical take this action at least five (5) working days prior to the actual commencement of the work.
- 23.2.3 The Council, when so advised, shall arrange for discussions to take place within the Union movement with a response being provided to the Project Manager within 48 hours.
- 23.2.4 Nothing in this procedure shall operate so as to prevent work from commencing or continuing as contracted, after the expiry of the five (5) working days mentioned above.

- 23.2.5 If the matter is not resolved it shall be dealt with in accordance with Clause 20 - Dispute Prevention Procedure.
- 23.2.6 The parties agree that the outcome of any matter dealt with by the terms of this clause shall not be used as a precedent, reference, example or exhibit in any way whatsoever in matters arising from this work location.
- 23.2.7 While this procedure is being followed, work shall continue normally on the basis of the initial or existing allocation of Union coverage. This shall not prejudice the position of any party.
- 23.2.8 Should a demarcation dispute arise subsequent to work commencing then the procedure set out in this Clause above shall be followed excluding the reference to five (5) working days.
- 23.2.9 Nothing in this clause shall be read to mean that an employer or a Union has abrogated their rights in relation to settlement of any demarcation dispute.

24.0. Anti Discrimination

- 24.1 It is the intention of the parties bound by this award to seek to achieve the object in s3(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, religion, political belief, transgender identity, age and responsibilities as a carer.
- 24.2 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.
- 24.3 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.
- 24.4 Nothing in this clause is to be taken to affect:
- 24.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 24.4.2 offering or providing junior rates of pays to persons under 21 years of age;
- 24.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 24.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 24.4.5 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:

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

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."

25.0. Personal/Carers Leave

25.1 Use of Sick Leave

25.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 25.2.2 who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave 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.

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

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

25.2.1 the employee being responsible for the care and support of the person concerned; and

25.2.2 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 facto partner of the 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:

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

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

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

25.3 An employee shall, wherever practicable, prior to the absence, give the employer notice, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

25.4 Unpaid Leave for Family Purpose

25.4.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in Clause 25.2.2 above who is ill.

26.0. Bereavement Leave

- 26.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in clause 25.2.2 of this clause. Where the death of a person as prescribed by the said clause 25.2.2 occurs outside Australia the employee shall be entitled to two days bereavement leave where such employee travels outside Australia to attend the funeral.
- 26.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- 26.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in Clause 25.2.2 Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 26.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 26.5 Bereavement leave may be taken in conjunction with other leave available. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

27.0. Site Working Time

- 27.1 The normal project hours of work shall be between 6.00 am and 6.00 pm Monday to Friday and 7.00 am to 1.00 pm Saturdays.
- 27.2 The parties agree that to meet the needs of the BlueScope Steel Limited operational needs and production patterns, and the Project program it maybe necessary to alter the normal pattern of hours and the RDO's pattern.
- 27.3 The parties agree that crib and lunch breaks maybe staggered for employees so that critical work does not cease during crib and lunch breaks.
- 27.4 There will be no unreasonable interruption of the comfort of employees having crib and lunch breaks with the amenities to be maintained in a clean and hygienic state at all times by the employees and employers.

28.0. Rostered Days Off

- 28.1 A Project Roster Calendar of RDO's will be prepared following consultation with the Company, Contractor(s), Project Workforce(s) and parties to this Award.
- 28.2 The parties agree that the Project Roster Calendar shall be compatible with current Contractor's Enterprise Agreement conditions with respect to hours of work.
- 28.3 The Project Roster Calendar shall be as per Schedule 8 example, taking into account the gazetted public holidays and shall be published before each October for the following year.
- 28.4 Rostered Days Off (RDO's) shall be taken as per the Project Roster Calendar
- 28.5 Any changes from the normal pattern will only be implemented when there is consultation between the affected parties including the Project Manager. These changes shall take into account the operational aspects and maintenance windows of the Slab Yard, Hot Strip Mill, Hot Coil Processing Line and No 2 Products Berth departments and the Project Works status.
- 28.6 Payment for working Rostered Days will be the same as if a non public holiday Saturday is worked.

29.0. Inclement Weather

- 29.1 The parties will adopt a reasonable approach with respect to inclement weather procedures and what constitutes 'inclement weather' as per the NBCIA provisions. The object is to minimise lost time due to inclement weather and the purpose of this Clause is to establish common procedures so that the welfare and safety of Employees is respected and work can continue in an orderly fashion during periods of inclement weather.

Employees will accept transfers from an exposed work area to a work area not affected by inclement weather if useful work is available within the scope of the Employee's skill, competence and training.

- 29.2 During and after periods of inclement weather the Project Manager, after consultation with the employer and employee safety representatives, will determine any steps necessary to ensure that work can continue in a safe manner. In all cases, priority will be given to ensuring that a safe workplace is provided and safe systems of work are used. Nothing in this procedure will negate or contradict the rights of the safety committee under the terms of the Occupational Health and Safety Act.

- 29.3 Remaining on Site

Where, because of wet weather, the employees are prevented from working on the site and appropriate means of engaging the employees on productive work (eg Safety/Tool Box meetings/Job Safety Analysis/Training):

- 29.3.1 for an accumulated total of four hours of ordinary time in any one day; or
- 29.3.2 after the meal break for an accumulated total of 50% of the normal afternoon work time:
or
- 29.3.3 during the final two hours of the normal work day for an accumulated total of one hour, the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances and,
- 29.3.4 Provided that the Site is left in a safe manner, and
- 29.3.5 Provided that where, by agreement between, the employer and / or his / her representative and the employees' representative the persons remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees hours.
- 29.3.6 Provided further that wet time occurring during overtime shall not be taken into account for the purposes of this sub-clause.

- 29.4 Rain at starting time

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:

- 29.4.1 The rain stops; or
- 29.4.2 Adequate protection is provided. Protection shall, where necessary, be provided for the employee's tools, and
- 29.4.3 Provided that, for the purposes of this clause, a "dry area" shall mean a work location that has not become saturated by rain or where water would not continually drip on the employees.

- 29.5 Consistent with the provisions of this Award, employees are not to leave the job without the approval of the Project Manager.
- 29.6 All parties are committed to an early resumption of work following any cessation of work due to inclement weather.
- 29.7 The parties agree the practice of "one out , all out " will not occur.

30.0. Immigration Compliance

- 30.1 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 the Project Manager of the importance of immigration compliance. Where there is concern that an employer on the Project is engaging illegal immigrants, the Project Manager will act decisively to ensure compliance.
- 30.2 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 Schedule 3 will assist in providing evidence of the employees legal status.

31.0. Australian Content

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

32.0. Workers Compensation and Insurance Cover

- 32.1 Employers must ensure that all employees that they engage to work on the project are covered by workers compensation insurance.
- 32.2 The Company will audit 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 accredited Union officials on request.
- 32.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation.
- 32.4 All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury
- 32.5 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 their supervisor.
- 32.6 In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 32.7 Employers must ensure that they are aware of and will abide the *Worker Place Injury Management and Workers Compensation Act 1998*, which provide that:
- 32.7.1 The Employer shall keep a register of injuries/site accident book in a readily accessible place on site;
- 32.7.2 All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately.
- 32.7.3 An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;

- 32.7.4 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.
- 32.7.5 An Employer who has received compensation money from an insurer shall as soon as practicable pay the money to the person entitled to the compensation.
- 32.8 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.
- 32.9 All parties recognise the importance of Rehabilitation to injured personnel and commit to proactive participation in the Rehabilitation process.

33.0. Apprentices/Trainees

- 33.1 As part of the Project's commitment to industry training, a ratio of one apprentice/trainee to every five tradesperson within each Employers whole workforce is to be maintained for the duration of each enterprise's site works.
- 33.2 It is agreed that where there is a need for additional apprentices, contractors shall utilize approved by the parties, accredited Group Training Schemes as a source.

34.0. Project Death Cover

Each Employer 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 the 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.

SCHEDULE 1

PROJECT ALLOWANCES

Allowances

Fares and Travel	\$25.00 per day, flat, (refer 9.1 & 9.10)
Project Allowance	\$2.30 per hour, flat, (refer 9.2 & 9.10)

BlueScope Steel Limited (AI&S) Disability Allowance \$1.00/hour (all purpose), fixed for term of the PCA (Refer 9.3) or as per movement in the MECA.

Superannuation

Employer contributions shall be \$90.00 minimum per week fixed for term of PCA or in accordance with the Superannuation Guarantee Legislation (refer 9.4, 9.6 & 9.10), whichever is the greater.

Redundancy

Redundancy payment \$61.00 per week flat (refer 9.5, and 9.6) increasing to \$65.00 per week flat twelve (12) months after Award commencement.

Top Up/24 Hour Income Accident Insurance

Employer provision shall be up to \$60.00/month fixed for term of PCA (refer 9.7 & 9.10)

Living Away From Home Allowance (LAFHA)

Eligible employees shall be paid at the minimum rate of \$450/calendar week LAFHA (refer 9.8), or such a higher amount where applicable under a relevant industry Award or Enterprise Agreement, or be provided with reasonable full board and meals provided by the employee’s employer.

This allowance shall be prorated for part weeks entitlements.

SCHEDULE 2

MAP OF SITE LOCATION BOUNDARIES

This map cannot be reproduced in this publication. Please refer to IRC 2004/5553.

SCHEDULE 3

AUTHORITY TO OBTAIN DETAILS OF IMMIGRATION STATUS

I, _____
(Family Name) (Given Names)

Date of Birth: _____ Nationality: _____

Work Visa Number _____ Date Issued _____

Passport Number: _____ Country of Issue _____

TFN _____

Medicare Number _____

Authorise the Department of Immigration and Multicultural Affairs (DIMA) to release by fax to

_____ (Name of employer representative)

details of my immigration status and entitlement to work legally in Australia.

This information will only be made available to a representative of the Principal at the Hot Strip Mill Capacity Increase Project and authorised trade union officer on request.

I also understand that the above - named will only use this information for the purpose of establishing and verifying only my legal entitlement to work in Australia and for no other purpose.

Signed: _____ Dated: _____

Print Your Name _____

Name of employer: _____

Phone No: _____ Fax No: _____

Please send or fax this form to:

The Department of Immigration and Multicultural Affairs

Phone: 1 800 040 070 Fax: 1 800 505 550

SCHEDULE 4

DECLARATION OF "LOCAL" USUAL PLACE OF RESIDENCE

I, (Insert Name) _____ hereby declare that:

1. I have received, read and understood a copy of the Project Employment Conditions.
2. My "usual place of residence" is recorded below and is within the area marked "Local" in Schedule 5 of this Award.
3. I understand that as a "local" employee I am entitled to payment of fares and travel allowance in accordance with Clause 9.1 of this award and am not entitled to provision of reasonable board and lodging or payment of Living Away From Home Allowance as per clause 9.8
4. I understand that this declaration will be the sole determinant of usual place of residence for the purposes of this Award.
5. I have not been subject to undue influence or duress in relation to any matters contained in or relating to this declaration

Declared this _____ day of _____ 200

Signature _____

Signature _____

Name _____
(Printed)

Name _____
Witness

Address _____

_____ Post Code _____

SCHEDULE 5

DECLARATION OF "NON LOCAL" USUAL PLACE OF RESIDENCE

I, (Insert Name) _____ hereby declare that:

1. I have received, read and understood a copy of the Project Employment Conditions.
2. My "usual place of residence" is recorded below and is outside the area marked "Local" in Schedule 5 of this Award.
3. I understand that as a "non local" employee I am not entitled to payment of fares and travel allowance in accordance with Clause 9.1 of this award and am entitled to provision of reasonable board and lodging or payment of Living Away From Home Allowance as per clause 9.8
4. I understand that this declaration will be the sole determinant of usual place of residence for the purposes of this Award.
5. I have not been subject to undue influence or duress in relation to any matters contained in or relating to this declaration

Declared this _____ day of _____ 200

Signature _____ Signature _____

Name _____ Name _____
(Printed) Witness

Address _____
_____ Post Code _____

SCHEDULE 6

Map Detailing "Local/Non Local" Usual Place of Residence Boundaries

Northern Boundary shall be defined as Sydney Harbour Heads/Parramatta River/Train Line from Parramatta to Glenbrook.

This map cannot be reproduced in this publication. Please refer to IRC 2004/5553.

SCHEDULE 7

PROJECT EMPLOYMENT POLICY

To maximise employment of locals it is the policy of the Hot Strip Mill Capacity Increase Project and Contractors engaged on the Project to where ever possible employ "locals" defined as people whose "usual place of residence is within the area marked "local on the attached map forming Schedule 6 to this Award.

"Local" employees are entitled to fares and travel allowance in accordance with clause 9.1 of this Award and no entitlement to claim or be paid Living Away From Home Allowance (LAFHA) or be provided with reasonable board and lodging.

Applicants who are "Non Locals", defined as those whose usual place of residence is outside the area marked "Local" on Schedule 6 are unlikely to be offered employment for the Project. There maybe special circumstances which are exemptions to this policy such as

Specialised skills in short supply locally,

Part of a Contractor's core workforce.

If any "Non Local" is engaged on the Project as an exception to this policy he / she will be entitled to be provided with reasonable board and lodging or LAHFA in accordance with Clause 9.8 of this Award.

"Non Locals" who for the purpose of seeking work on the Project elect to establish themselves either temporarily or permanently in the area marked "Local" may apply to work on the Project as "Locals".

Such applicants may declare a "Local" place of residence and be entitled to fares and travel allowance in accordance with Clause 9.1 and will not be entitled to reasonable board and lodging nor LAFHA.

An employee who has been provide with a copy of this policy will be deemed not to have been subject to undue influence or duress in relation to the declaration of the employee's usual place of residence (refer Schedule 4 & 5 of his Award).

SCHEDULE 8

Project Roster Calendar

SITE CALENDAR 2004

Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	RDO

SITE CALENDAR 2005

Monday	January 3	New Years Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	Easter Saturday Public Holiday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	ANZAC Day
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
Thursday	December 22	RDO
Friday	December 23	RDO
Saturday	December 24	
Sunday	December 25	
Monday	December 26	Christmas Day Public Holiday
Tuesday	December 27	Boxing Day Public Holiday

These dates are indicative and subject to the holidays being gazetted. The Parties agree that the Project Calendar for 2005 will be settled as close as possible to the dates provided in this calendar.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(308)

SERIAL C3535

LOCAL GOVERNMENT (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy Airlines and Utilities Union, industrial organisation of employees.

(Nos. IRC 5, 901 & 3925 of 2004)

Before Mr Deputy President Grayson

19 October 2004

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Statement of Intent
3.	Anti-discrimination

4. Definitions
5. Skill Descriptors
6. Rates of Pay
8. Use of Skills
9. Payment for Relief Duties/Work
10. Payment of Employees
11. Salary Sacrifice
12. Superannuation Fund Contributions
13. Allowances, Additional Payments and Expenses
14. Motor Vehicle Leaseback
15. Residence
16. Hours of Work
17. Overtime
18. Holidays
19. Leave Provisions
20. Flexibility for Work and Family Responsibilities
21. Part-time Employment
22. Casual Employment
23. Job Share Employment
24. Junior and Trainee Employment
25. Training and Development
26. Performance Evaluation and Reward
27. Consultative Committees
28. Appointment and Promotion
29. Term Contracts
30. Grievance and Dispute Procedures
31. Disciplinary Procedure
32. Occupational Health and Safety
33. Termination of Employment
34. Workplace Change and Redundancy
35. Competitive tendering
36. Council Agreements
37. Award Implementation Committee
38. Savings and Transitional
39. Leave Reserved
40. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

Schedule 1 - Minimum Standards of Caravan Accommodation
to be provided to Employees Required to Camp Out

2. Statement of Intent

The parties to the award are committed to co-operating positively to increase the structural efficiency of Local Government and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

improve skill levels and establish skill-related career paths;

eliminate impediments to multi-skilling;

broaden the range of tasks which a worker may be required to perform;

achieve greater flexibility in workplace practices;

eliminate discrimination;

establish rates of pay and conditions that are fair and equitable;

work reasonable hours;

ensure flexibility for work and family responsibilities; and

ensure the delivery of quality services to the community and continuous improvement.

3. 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 provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

4. Definitions

- (i)

- (a) Council means a Municipal, City, Shire, County Council or Council within NSW as defined in the *Local Government Act 1993*. This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993*. Council shall also mean City of Penrith Regional Indoor Aquatic and Recreation Centre Limited (Ripples).
- (b) General Manager shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the *Local Government Act 1993* and such other duties that council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of council.
- (ii) Association means the Local Government Association of New South Wales and / or the Shires Association of New South Wales.
- (iii) Union means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (depa); and the Nurses' Association of New South Wales.
- (iv) Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following allowances where they are regularly received:
- disability allowances
 - climatic, west of the line allowances
 - tool allowances
 - on call allowance
 - first aid allowance
 - community language and signing work allowances.
- The following allowances shall be excluded from the composition of ordinary pay
- overtime payments
 - camping allowance
 - travelling allowances
 - sewer chokes allowance
 - car allowances
 - meal allowances.
- (v) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (vii) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions made by way of salary sacrifice.

- (viii) Complying superannuation fund has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).

5. Skill Descriptors

The award structure consists of skill based bands and levels that are defined according to the following skill descriptors:

- (i) Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and council-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work / skills experience is desirable.

- (ii) Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

- (iii) Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator/trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

(iv) Operational Band 1, Level 4

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

(v) Administrative/Technical/Trades Band 2, Level 1

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(vi) Administrative/Technical/Trades Band 2, Level 2

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical/administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(vii) Administrative/Technical/Trades Band 2, Level 3

Authority and accountability: May be responsible to provide a specialised/technical service and to complete work which has some elements of complexity. Make recommendations within council and represent council to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and/or other administrative/trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate inhouse training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

(viii) Professional/Specialist Band 3, Level 1

Authority and accountability: Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the council, and assistance is usually available from other professional/specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

(ix) Professional/Specialist Band 3, Level 2

Authority and accountability: Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

(x) Professional/Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside council. Such advice may commit the council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a department of the council.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside council and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

(xi) Professional/Specialist Band 3, Level 4

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

(xii) Executive Band 4

Authority and accountability: Accountable for the direction and control of council or a department or the like. Influence and commit council or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to council.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the council's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the council.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

6. Rates of Pay

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 5, Skill Descriptors of this award.
- (ii) The rates of pay are set out in Table 1 of Part B of this award are entry level rates of pay only, except for Operational Band 1, Level 1, which are actual rates of pay.
- (iii) Council shall introduce a salary system to complement the skills-based structure and rates of pay of the award.
- (iv) An employee's current weekly rate of pay for the purposes of the *Workers Compensation Act 1987* shall be the rate paid to the employee under the salary system.

7. Salary System

- (i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- (iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in council's salary system or level as prescribed by Clause 5 Skills Descriptors of this award.
- (iv) Progression through the salary system shall be based upon the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- (v) Subject to subclause (iv), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system
- (vi) Employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- (vii) At the time of assessment, council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- (viii) The salary system shall include a process by which employees can appeal against their assessment.
- (ix) Employees shall have access to information regarding the grade, salary range and progression steps of the position.

8. Use of Skills

- (i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- (ii) The council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

- (iv)
- (a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by council to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclause (xi) of Clause 13, Allowances, Additional Payments and Expenses, employees who are required by council to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

9. Payment for Relief Duties/Work

- (i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills/experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 19 Part C(v) of this award.
- (iii) An award employee who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993*, shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

10. Payment of Employees

- (i) Employees shall be paid either weekly or fortnightly or any other period by agreement on a fixed regular pay day.
- (ii) Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (iii) Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- (iv) The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

11. Salary Sacrifice

- (i) Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include child care facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under lease back arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the lease back fee that exceeds council's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable.
- (iv)

- (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both council and the employee.
- (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the council shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix)
 - (a) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) The council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) Council may maintain and/or enter into other salary sacrifice arrangements with employees.

12. Superannuation Fund Contributions

Subject to the provisions of the *Industrial Relations Act* 1996, a council shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

13. Allowances, Additional Payments and Expenses

- (i) Disability allowances
 - (a) A disability allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with the nature of duties performed by outdoor staff.

This allowance shall be paid at the rate set out in Table 2 of Part B of this award and shall be paid for all purposes of the award but shall not attract any penalty. The following employees shall be entitled to be paid the allowance:

All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative/Technical/Trades Band 2.

Excepting staff engaged in the following functions:

Administration
Civic Centre, Recreation and Theatre
Community Services
Finance
Garbage, Sanitary and Sullage
Managing Saleyards
Noxious Plant Inspection
Ordinance Control
Public Relations
Supervising in Band 2
Technical Services
Works Supervisor

- (b) All employees classified in the Operational Band 1, of this award (except for supervisors), who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Table 2 of Part B of this award. This allowance shall be paid for all purposes of the award but shall not attract any penalty.

The disability allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

- (ii) Sewer Chokes

Employees clearing sewer chokages shall be paid at the rate set out in Table 2 of Part B of this award whilst so engaged.

- (iii) Septic Tanks

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

- (iv) Sewerage Treatment Works

Employees required during their ordinary hours of work to enter digestion tanks at sewerage treatment works for the purpose of cleaning tanks, or who are required to enter and clean aeration ponds or who are required to enter and clean wet wells at sewer pump stations shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

- (v) Employee Providing Tools

- (a) Where the employee and the council agree that the employee shall supply their own tools, a tool allowance shall be paid as follows:-

	PER WEEK \$
Bricklayer	Table 2 of Part B
Carpenter and Plumber	Table 2 of Part B
Metals and Mechanical Trades	Table 2 of Part B
Painter and Signwriter	Table 2 of Part B
Plasterer	Table 2 of Part B

- (b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.
- (c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.
- (d) Compensation of Tools - The council shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- (e) Provided for the purposes of this clause:-
- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
 - (2) The employee shall, if requested to do so, furnish the council with a list of tools so used;
 - (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
 - (4) The employee shall report any theft to the police prior to making a claim on the council for replacement of stolen tools.

(vi) Telephone

Where an employee and council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on council's behalf.

(vii) Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the council and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the council and the employee. Travelling arrangements shall be agreed between council and the employee.

(viii) Car Allowances

- (a) Where by agreement an employee supplies a car, the allowance to be made for the use and depreciation of such vehicle shall be:-

	Kilometres travelled each year on official business -cents per kilometre
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Under 2.5 litres (nominal engine capacity)	Table 2 of Part B
2.5 litres (nominal engine capacity) and over	Table 2 of Part B

- (b) Where the car is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum quarterly payment.
- (c) Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (a) and shall not be entitled to the minimum payment as set out in paragraph (b).
- (d) Any agreement to pay the allowance under this clause may only be terminated by 12 months notice by either party or by the employee's termination of employment.
- (ix) Travelling Allowance
- (a) This subclause shall apply to employees who are required to start and / or finish at a location away from the council depot, workshop or other agreed starting point.
- (b) For the purposes of this subclause "normal starting point" shall mean:
- (1) the council workshop or depot;
 - (2) a council office or building to which the employee is usually assigned;
 - (3) any other agreed starting and / or finishing point.
- (c) Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to another starting point at any time by agreement, such agreement shall not unreasonably be withheld by either party. In the event of a dispute Clause 30, Grievance and Dispute Procedures, shall apply.
- (d) An employee who is required to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance as under:

Where the employee works at a distance from the employee's residence greater than:

3km but not more than 10km	Table 2 of Part B
More than 10km but not more than 20km	Table 2 of Part B
More than 20km but not more than 33km	Table 2 of Part B
More than 33km but not more than 50km	Table 2 of Part B
Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms.	Table 2 of Part B

- (e) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the council by which they are employed.
- (f) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (g) Where transport is provided by council the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.

- (h) Where council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2 of Part B
2.5 litres (nominal engine capacity) and over	Table 2 of Part B

Such car allowance shall be paid in addition to travelling allowances provided by this subclause.

- (i) This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
- (j) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 30 of this award shall be applied.
- (k) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- (l) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- (x) Camping Allowance
- (a) Employees who are required by council to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate set out in Table 2 of Part B for each night the employee camps out.
- (b) A council shall pay the camping allowance in advance if requested, where council requires the employee to camp out for all of the rostered working days in a week. The council shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.
- (c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause (ix) of this clause.
- (d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
- (e)
- (1) Council shall provide transport for employees, who are required to camp out from the council depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than

one week at the commencement and finish of the period in which the employees are required to camp out.

- (2) Notwithstanding (1) above, transport may be mutually arranged between the council and the employee(s) and shall remain at all times with those employee(s) required to camp.
- (f) The council shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.
- (g) No employee shall be required to camp without at least 24 hours' notice unless such employee agrees to do so
- (h) Where reasonably practicable to do so the council shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day
- (i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 to this award.

(xi) Community Language, Signing and First Aid Work

(a) Community Language and Signing Work

- (1) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (2) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (3) Such employees convey straightforward information relating to council services, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- (4) Such employees shall record their use of a community language according to council established policy.

(b) First Aid Work

Where an employee is required by council to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system established by the council, the employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

(c) Additional Skills Criteria

- (1) Where an employee is required by council to use community language or first aid skills in the performance of their duties:

Council shall provide the employee with the opportunity to obtain accreditation from a language aide or first aid accreditation agency

The employee shall be prepared to be identified as possessing the additional skill(s)

The employee shall be available to use the additional skill(s) as required by council.

- (2) Such training shall form part of a council's training plan and budget, in accordance with the requirements of Clause 25 of this award

- (d) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the award was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

- (xii) Meal Allowance

A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:

- (a) for two hours or more prior to their agreed commencing time
- (b) for two hours immediately after their agree finishing time and after subsequent periods of four hours
- (c) after each four hours on days other than ordinary working days.

14. Motor Vehicle Leaseback

- (i) Where a council and an employee enter into a motor vehicle lease back agreement on or after the date of the commencement of this award, the council shall give a minimum of 12 months written notice of termination of the agreement.
- (ii) The notice requirement of this clause shall not apply on termination of employment; loss of licence; breach of the leaseback agreement or if the employee accepts a new position with the council.

15. Residence

Where an employee is supplied by the council with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between the council and the employee. The rental value as agreed may be deducted from the pay of the employee.

16. Hours of Work

A. Spread Of Hours

- (i) The ordinary hours for all employees shall be worked between Monday and Friday inclusive and shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.
- (ii) All working hours existing at the operative date of this award that have been validly entered into or which were in accordance with the hours clauses of the awards which preceded the Local Government (State) Award 1992 shall be deemed to have satisfied subclause (iii) of Part A of this clause.
- (iii) Commencing and or finishing times provided for in subclause (i) of Part A of this clause and / or payment for the spread of hours may be altered by agreement between management and employee(s) concerned and the terms of the agreement referred to the consultative committee for recommendation to the council.

- (iv) At any stage of discussions either the employee(s) or the council may seek assistance from the appropriate union or Association.
- (v) Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.
- (vi) Where the council seeks to alter the spread of hours and/or payment for the spread of hours for a new or vacant position, the matter shall be referred to the consultative committee for recommendation to council prior to advertising the new or vacant position
- (vii) Where council alters the hours of work for a position the rate of pay shall have regard to the nature of the work, including the hours to be worked.
- (viii) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.

B. Arrangement of Hours

Subject to Part A, Spread of Hours, the arrangement of hours shall be:

- (i)
 - (a) Subject to subclauses (iii) and (iv) of Part B of this Clause, the ordinary hours of work for employees engaged in the following functions and other employees who worked 35 hours per week prior to the making of this award, shall be 35 hours per week:
 - Administration
 - Building Surveying
 - Engineering (Professional)
 - Executive Band
 - Community Services (Professional/Specialist Band 3)
 - Finance
 - Health Surveying
 - Library
 - Public Relations
 - Technical Services
 - Town Planning
 - (b) The ordinary hours of work for such employees shall be arranged on one of the following bases:
 - 35 hours within one week provided that at least two days off shall be granted; or
 - 70 hours within two weeks provided that at least four days off shall be granted; or
 - 105 hours within three weeks provided that at least six days off shall be granted; or

140 hours within four weeks provided that at least eight days off shall be granted.

- (ii) The ordinary hours of work for all other employees shall be 38 hours per week arranged on one of the following bases:
 - 38 hours within one week provided that at least two days off shall be granted; or
 - 76 hours within two weeks provided that at least four days off shall be granted; or
 - 114 hours within three weeks provided that at least six days off shall be granted; or
 - 152 hours within four weeks provided that at least eight days off shall be granted.
- (iii) All arrangements of hours existing at the operative date of this award that have been validly entered into shall be deemed to have satisfied subclause (iv) of Part B of this clause.
- (iv)
 - (a) The arrangement of hours may be varied by agreement and/or a different arrangement of hours to that prescribed in subclauses(i)(b) or (ii) of Part B of this clause may be agreed between management and the employee(s) concerned and the terms of the agreement referred to the consultative committee for recommendation to the council.
 - (b) At any stage of discussions, either the employee(s) or council may seek assistance from the appropriate union or Association.
 - (c) Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.
- (v) Where the council seeks to alter the arrangement of hours for a new or vacant position, the matter shall be referred to the consultative committee for recommendation to council prior to advertising the new or vacant position.

17. Overtime

A. General

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- (v) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

This subclause shall not apply to employees who are on call or called back to work in accordance with this award unless such employees are required to work:

for four hours or more, or

on consecutive days without having had a ten hour break, or

on more than one occasion during the day outside of the four hour period.

(vi) Where there is prior agreement between the council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This sub-clause shall not apply to employees who are on call or called back to work.

(vii) Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and/or special committee meetings. For the purpose of this sub-clause, an employee who is required to attend meetings of the council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.

(viii)

(a) Subject to paragraph (b), a council 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 paragraph (b), what is unreasonable or otherwise will be determined having regard to:

any risk to the employee;

the employee's personal circumstances including any family and carer responsibilities;

the needs of the workplace;

the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and

any other matter.

B. On Call

(i) For the purposes of this award, an employee shall be deemed to be on-call if required by the council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and / or supervise the call-out of other employees.

(ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.

- (iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 16, Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (v) Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than the rate set out in Table 2 of Part B of this award for any one week.
- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work.
- (vii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day to be taken at an agreed time.

C. Call Back

- (i) For the purposes of this award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in subclause (i), shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.
- (iii) Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

18. Holidays

A. GENERAL

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) In addition to the days provided for in subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where any of the holidays prescribed by this award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) All employees classified in the Operational Band 1 of this award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.

- (vi) Where an employee is required to work ordinary hours on a holiday as prescribed by this award, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (vii) When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the council and the employee.

B. Union Picnic Day

- (i) Union Picnic Day shall for the purposes of this award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the council and the union(s).
- (ii) The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (iii) Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.

19. Leave Provisions

A. Sick Leave

- (i) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:
 - (a) the council shall be satisfied that the sickness is such that it justifies the time off; and
 - (b) that the illness or injury does not arise from engaging in other employment; and
 - (c) proof of illness to justify payment shall be required after 3 separate periods of absence in each service year or where an absence exceeds 2 working days.
 - (d) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (ii) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (iii) The council may require employees to attend a doctor nominated by council at council's cost.
- (iv) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.

- (v) Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- (vi) Where an employee has had 10 years' service with the present council and the sick leave entitlement as prescribed has been exhausted, council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (vii) Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies.
- (viii) Where an employee had an entitlement under awards rescinded and replaced by this award for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply:
 - (a) In the event of the termination of service of an employee on account of ill health and the council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
 - (b) When the service of an employee is terminated by death, the council shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
 - (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the *Workers Compensation Act 1987*.
 - (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid be in accordance with Clause 14 of Schedule 4 of the *Industrial Relations Act (NSW) 1996*.

B. Carer's Leave

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (iv)(b) below 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 19 Part A, Sick Leave of this 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.
- (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) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.

- (iv) The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) 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, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.
- (v) An employee shall, wherever practicable, give the council 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.
- (vi) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 17 Part A of this award for the purpose of providing care and support for a person in accordance with subclause (iv) above.
- (vii) Make-up: An employee may elect, with the consent of the council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (iv) above.
- (viii) Annual Leave and Leave Without Pay: An employee may elect with the consent of council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (iv) above. Such leave shall be taken in accordance with clause 19 Part C, Annual Leave and clause 19 Part H, Leave Without Pay of this award.

C. Annual Leave

- (i) Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in sub-clause (ii) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to council and the employee.

(ii) Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

- (a) where the employee has accumulated in excess of eight weeks annual leave
- (b) a period of annual close-down of up to and including 4 weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.

(iii) Payment to an employee proceeding on annual leave shall be made by council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

(iv) On resignation or termination of employment, the council shall pay to the employee:

- (a) their ordinary rate of pay for all untaken leave credited for completed years of service, and
- (b) for an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

(v) Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

D. Long Service Leave

(i)

- (a) An employee of council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:-

LENGTH OF SERVICE	ENTITLEMENT
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After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) Where an employee has completed more than five years service with the council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- (ii)
- (a) Long service leave shall be taken at a time mutually convenient to the council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.
- (b) Payment to an employee proceeding on long service leave shall be made by council at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- (iii)
- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the employee is currently employed.
- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to another provided the period between cessation of service with one council and appointment to the service of another council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one council and appointment to the service of another council.
- (iv) For the purpose of this clause, service shall include the following periods:-
- (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.
- (b) In the case of an employee, transferred to the service of a council of a new or altered area - any period of service with the council from which such employee was transferred.
- (c) Service shall mean all service with a council irrespective of the classification under which the employee was employed.

- (v) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by council as service at the time leave was taken.
- (vi) When an employee transfers from one council to another, the former council shall pay to the newly employing council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s). A statement showing all prior continuous service with the council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the council's Long Service Leave Record.
- (vii) A council which has received under subclause (vi) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.
- (viii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 18, Holidays of this award, occurring during the taking of any period of long service leave.
- (ix) When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (x) Where an employee's service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by the same council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

E. Paid Maternity Leave

- (i)
 - (a) This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.
 - (b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.
 - (c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- (ii)

- (a) An employee shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
 - (b) The employee may choose to commence paid maternity leave before the expected date of the birth.
- (iii)
- (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.
 - (b) Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 52 weeks.
 - (c) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
 - (d) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- (iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- (v) Paid maternity leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.
- (vi) Notice of intention to take paid maternity leave the employee must:
- provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice.
- advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
- provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- (vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the general manager.
- (viii) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

F. Supporting Parent Leave

An employee who is a supporting parent shall be entitled to up to 5 days paid leave taken from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their supporting parent leave.

G. Other Paid Leave

(i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Bereavement Leave

Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:

- (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, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step 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 the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.

(iii) Union Training Leave

A council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld.

(iv) Union Conference Leave

Accredited delegates to the union's annual conferences shall be granted paid leave for the duration of the conference provided that the council's operational requirements are met and the union notifies council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

H. Leave Without Pay

- (i) Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

20. Flexibility for Work and Family Responsibilities

- (i) A council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. A council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- (ii) Flexible work and leave arrangements include but are not limited to make up time; flexi time; time in lieu; leave without pay; annual leave; part time work and job share arrangements.
- (iii) The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

21. Part-Time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 16, Hours of Work of this award.
- (ii) Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.
- (vi)
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.

- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 16, Hours of Work of this award, the provisions of Clause 17, Overtime, shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

22. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 16, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 16, Hours of Work.
- (iv) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid maternity leave, prescribed by the award.
- (v) Casual employees engaged on a regular and systematic basis shall:
 - (a) Have access to annual assessment under council's salary system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- (vi) A casual employee shall not replace an employee of council on a permanent basis.

23. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
 - (a) Job sharing shall be entered into by agreement between the council and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.
- (iv)

- (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 16, Hours of Work of this award.
- (b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 16, Hours of Work of this award the provisions of Clause 17, Overtime, shall apply.
- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (a) Job sharers shall have access to all provisions of this award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (ix) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the council.

24. Junior and Trainee Employment

A. General

- (i) The rates of pay specified in Band 1/Level 1 are actual not minimum rates.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

B. Junior Employment

- (i) The rates of pay as provided in Band 1 / Level 1 are payable to juniors (15-18 years old).
- (ii) A junior employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

- (iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

C. Trainee Employment And Apprenticeships

- (i) The rate of pay as provided for in Band 1/Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- (iv) Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.
- (v) In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (a) the term of the apprenticeship;
 - (b) the course of studies to be undertaken by the apprentice;
 - (c) the course of on the job training to be undertaken by the apprentice.

D. Government Funded Traineeships

- (i)
 - (a) The objective of Part D of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
 - (b) The system is neither designed nor intended for those who are already trained and job ready.
 - (c) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this award.
- (ii) Except as in hereinafter provided, all other terms and conditions of this award shall apply.
- (iii)
 - (a) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with this award and shall not operate unless this condition is met.
 - (b) A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- (iv) The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (v) The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

- (vi) Training shall be directed at:
 - (a) the achievement of key competencies required for successful participation in the workplace and/or
 - (b) the achievement of competencies required for successful participation in an industry.
- (vii) Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- (viii) Part D of this clause does not apply to apprentices.
- (ix) Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this award, except in relation to ATS or CST trainees who commenced a traineeship with the council before the council was bound by this award.
- (x) Trainees shall not displace existing employees from employment. Trainees shall only be engaged in addition to existing staff positions and employment levels.
- (xi) A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- (xii)
 - (a) Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
 - (b) Where the council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- (xiii) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- (xiv) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (xv) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this award or any other legislative entitlements.
- (xvi) Wages:
 - (a) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this award.

- (b) The trainee wage rates contained in this award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

25. Training and Development

- (i) The parties to this award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce
 - (b) providing employees with opportunities through appropriate education and training to acquire additional skills and
 - (c) removing barriers to the utilisation of skills in accordance with councils' training plans.
- (ii) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (a) be consistent with the council's training plan
 - (b) enable employees to acquire the range of skills they are required to apply in their positions
 - (c) enhance employees' opportunities for mobility through councils' organisation structures, through participation in councils' training plans.
- (iii) Training Plan and Budget
 - (a) Council shall develop a training plan and budget consistent with:
 - (1) the current and future skill requirements of the council.
 - (2) the size, structure and nature of the operations of the council.
 - (3) the need to develop vocational skills relevant to council and the Local Government industry.
 - (b) In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
 - (c) The training plan shall be designed in consultation with the consultative committee.
 - (d) The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
 - (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - (f) Selection of participants to receive council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) If an employee is required by council to undertake training in accordance with the council's training plan:
 - (a) the council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;

- (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which council will grant paid leave to attend such course requirements shall be specified in the training plan;
 - (c) council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - (d) council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - (e) reasonable travel arrangements shall be agreed; and
 - (f) where an employee is required to complete major assignment(s) council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (v) Council may grant an employee undertaking a course consistent with council's training plan, although not at council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- (vi) Development of a Competency Based Training System.
- (a) The parties to the award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
 - (b) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
 - (1) that competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
 - (2) that competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
 - (3) that accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
 - (4) that certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

26. Performance Evaluation and Reward

A. Enterprise

- (i) It is the intention of the parties to create a flexible award in which councils can increase the overall efficiency and effectiveness of local government services.
- (ii) Council should consider the development of enterprise key performance indicators which are specific to local needs.

- (iii) Where a council develops enterprise key performance indicators regard shall be had to the following:
 - (a) measurement of the manner and process by which services are provided;
 - (b) measurement of both qualitative and quantitative aspects of service provision eg. community satisfaction, timeliness, service quality, output and cost data;
 - (c) those indicators identified in the publication 'Comparative Information on New South Wales Local Government Councils' issued by the New South Wales Department of Local Government.
- (iv) Council shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee.
- (v) Employee(s) or the council may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

B. Individual/Team

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- (iii) This award recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) joint development on objectives and performance standards;
 - (2) progress reviews; and
 - (3) a formal performance review which is followed by decisions and outcomes.
- (iv) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

27. Consultative Committees

A. Aim

The parties to the award are committed to consultative and participative processes. Each council shall establish, and properly maintain, a consultative committee, which shall meet regularly and which shall:

- (i) provide a forum for consultation between council and its employees;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. Size And Composition

- (i)
 - (a) The size and composition of the consultative committee shall be representative of council's workforce and agreed to by council and the local representatives from the following unions: USU; depa; and the LGEA
 - (b) Employee representatives shall include:
 - USU 2 elected; depa 1 elected; LGEA 1 elected, who have members employed at council.
 - (c) Management representative(s) on the consultative committee shall be nominated by council.
- (ii) Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee.

C. Scope Of Consultative Committees

- (i) The functions of the consultative committee shall include but not be limited to:
 - (a) award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) hours of work
 - (i) local government reform.

D. Meetings and Support Services

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
- (ii) Potential problems should be identified and resolved at the local level. Failing this, the matter should in the first instance be referred to the Award Implementation Committee, and if necessary, resolved in accordance with Clause 30, Grievance and Dispute Procedures set out in this award.
- (iii) The consultative committee shall adopt a constitution which shall include, but not be limited to, the election of a chairperson and secretary, meeting frequency, support services, access to information and communication with constituents.
- (iv) All members of the consultative committee should undergo appropriate training and education to effectively understand and participate in the consultative committee.

28. Appointment and Promotion

- (i) When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of the council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position. This subclause applies to the appointment of any employee where the term or terms of employment are for more than 12 months in any period of 2 years.
- (ii) When the decision is being made to appoint a person to a position:
 - (a) only a person who has applied for an appointment to the position may be selected; and
 - (b) from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
- (iii) The merit of the persons eligible for appointment to a position is to be determined according to:
 - (a) the nature of the duties of the position; and
 - (b) the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- (iv) Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed.
- (v) Subclauses (i), (ii) and (iii) of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless the council decides that those subclauses are to apply to the appointment.
- (vi) If a position within the organisation structure of a council is vacant or the holder of such a position is sick or absent, the council may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than 12 months.

29. Term Contracts

- (i) A council may employ a person on a term contract in an ongoing position that is evaluated as Professional/Specialist Band 3, Level 4 or the Executive Band 4 of the award only where:
 - (a) the council and the employee agree, and
 - (b) where the contract includes a clause that a further term contract for the position shall be offered to the employee if the employee's performance remains at a satisfactory level during the term of the contract and the position continues to exist at the end of the term of the contract, and
 - (c) the term of the contract is a minimum of three years and a maximum of five years.
- (ii) This clause only regulates the use of term contracts for ongoing positions.
- (iii) Term contracts shall not be offered for on-going positions below Band 3 Level 4 of the award.
- (iv) Subclause (i) shall only apply to term contracts entered into after the first pay period on or after 1 November 2004.

30. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the council represented by the Association.

- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

31. Disciplinary Procedures

A. Employee's Rights

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. Employer's Rights and Obligations

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:

- (a) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (c) The suspension shall not effect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (d) Council shall not unreasonably refuse an application for paid leave under this provision.
 - (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
 - (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
 - (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 33, Termination of Employment of this award.
 - (v) Be entitled to request the presence of a union representative at any stage.

C. Procedures

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

D. Penalties

After complying with the requirements above, council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

32. Occupational Health and Safety

A. Objective

Council shall provide a safe place of work and work practices in accordance with the provisions of the *Occupational Health and Safety Act 2000*.

B. Accommodation and Shelter

Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the *Occupational Health and Safety Act* and Regulations.

C. Specific Provisions

- (i) Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.
- (ii) All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.
- (iii) Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- (iv) The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- (v) Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- (vi) Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- (vii) No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- (viii) Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.

33. Termination of Employment

- (i) An employee shall give to council 2 weeks notice of their intention to terminate their employment. If no such notice is provided, council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this award.
- (ii) A council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (iii) In cases of serious misconduct, a council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 34, Workplace Change and Redundancy, of this award.

34. Workplace Change and Redundancy

- (i) Council's Duty to Notify
 - (a) Where a council 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 council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (ii) Council's Duty to Discuss Change
 - (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
 - (b) The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in sub-clause (i)(a) and (b) of this clause.
 - (c) For the purposes of the discussion, the council shall provide to the employee(s) 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 the employee(s) and any other matters likely to affect the employee(s).
- (iii) Discussion Before Termination

- (a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.
- (b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- (c) For the purposes of the discussion, the council shall, as soon as practicable, provide to the employee(s) 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 category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

(iv) Notice to Centrelink

Where a decision has been made to terminate employees, the council shall notify Centrelink 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.

(v) Notice of Termination

- (a) Five weeks notice to terminate or pay in lieu thereof shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
 - (1) Three (3) months notice of termination or
 - (2) Payment in lieu of the notice in paragraph 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) Notice or payment of notice under this paragraph shall be deemed to be service with the council for the purposes of calculating leave entitlements under this award.

(vi) Redundancy Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to the following:

Completed Years Of Service with Council	Entitlement
Less than 1 year	Nil

1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the council the employee shall provide proof of attendance at an interview.
- (ix) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the council or until the employee secures alternative employment, whichever is the sooner.
- (x) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (xi) The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xii) The council 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 Department of Social Security.
- (xiii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiv) 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 industry unions and the councils bound by this award.
- (xv) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) above if the council obtains acceptable alternative employment for an employee.
- (xvi) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

35. Competitive Tendering

- (i) Competitive tendering is the calling of tenders by council for the provision of service(s) that are currently being performed by council employees where council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.
- (ii) Prior to making a decision to competitively tender a service, council shall notify and consult with the relevant union(s) which have members likely to be effected by the decision.
- (iii)
 - (a) Where a council makes a definite decision to competitively tender a service council shall notify the employees who may be affected by the proposed tender of such services and the union(s) to which they belong.
 - (b) Council shall discuss the competitive tendering process with the affected employee(s) and union(s) and give prompt consideration to matters raised by employee(s) and the union(s) to which they belong.
 - (c) Discussions between council and the affected employee(s) and relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.
 - (d) For the purposes of the discussion council shall provide to the employee(s) and the union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender of the service, the expected effects upon employee(s), a process for the formulation of an in-house bid and any other matters likely to affect the employee(s).
- (iv) Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

36. Council Agreements

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the council and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the award provided that:
 - (a) the extent of the agreement shall be limited to the award's Clause 10, Payment of Employees; Clause 13 subclauses (ix) and (x), Travelling and Camping Allowances; Clause 16, Hours of Work; Clause 17, Overtime, Clause 18, Holidays; Clause 21, Part time Employment; Clause 23, Job Share Employment; and Clause 26, Performance Evaluation and Reward;
 - (b) the agreement does not provide less than the entry level rates of pay;
 - (c) the agreement is consistent with the *Industrial Relations Act NSW 1996* and current wage fixing principles; and
 - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- (iii) A Council Agreement shall be processed as follows:
 - (a) the unions shall be notified prior to the commencement of negotiations;

- (b) the agreement has been genuinely arrived at by negotiation without compulsion;
- (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
- (d) the council and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
- (e) Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

37. Award Implementation Committee

- (i) The Award Implementation Committee (AIC) is established to facilitate a co-operative approach to award implementation.
- (ii) The committee shall be comprised of the following representatives:
 - Two representatives from each of the Local Government and Shires Associations of New South Wales
 - One representative from the USU
 - One representative from depa
 - One representative from the LGEA.
- (iii) The purpose of AIC is to assist councils to implement the provisions of the award and/or to provide a forum for the discussion of issues that are of industry wide significance.
- (iv) The committee will resolve problems and disputes which have been unable to be resolved at the local council level.
- (v) It is open to employees through their unions and councils through their Association to raise issues with the committee.
- (vi) A dispute may be referred to the Industrial Relations Commission of NSW in accordance with Clause 30, Grievance and Dispute Procedure, of this award regardless of whether the matter is eligible for discussion before AIC.

38. Savings and Transitional

- (i) Council must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
 - (a) if council has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
 - (b) if an employee chooses not to undertake training consistent with a council's training plan; and
 - (c) if the incremental scale provides a rate of pay less than the award entry level rate of pay.
- (ii)

- (a) No employee shall receive a reduction in pay as a result of the implementation of this award or transfer to a council salary system.
- (b) Employees who are in regular receipt of penalty rates/or shift allowances shall not suffer a reduction in their regular income as a result of the operation of Clause 16, Hours of Work.
- (iii) Where employees, employed in areas where the council's office is situated upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), thence by straight lines passing through the following towns or localities in the order stated, viz: Conargo, Argoon, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Narrabri, Moree, Warialda, Ashford and Bonshaw; at the time of making this award had an entitlement to receive one week's leave of absence with pay in addition to the four weeks annual leave provided by this award, the employee shall retain this entitlement whilst still employed by the council at which they were working at the time of the making this award.
- (iv)
 - (a) West of the Line Allowance

Where employees of the undermentioned council areas and those councils situated to the west thereof at the time of making this award were paid at the rate per week as set out in Table 2 of Part B in addition to their rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the council at which they were working, at the time of the making of this Award; Moree Plains, Walgett, Narrabri, Coonamble, Warren, Lachlan, Carrathool, Leeton, Murrumbidgee, Windouran, Murray and Griffith.
 - (b) Climatic Allowance

Where employees working within the area bounded by the Shires of Snowy River, Tumut and Tumbarumba at the time of the making of this award, were paid per week as set out in Table 2 of Part B or part thereof, those employees shall retain this entitlement whilst still employed by the council at which they were working, at the time of the making of this award.
 - (c) In addition to what is provided in paragraphs (a) and (b) of this subclause, the allowances shall be paid to those employees during periods of absence on paid sick leave, public holidays and annual leave, but not otherwise.
- (v) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one council to another council in New South Wales, under the Local Government Senior Officers' Award the employee shall retain this entitlement.
- (vii) The implementation of this award shall not result in the removal of any existing arrangement for an additional payment made by council for the payment of wages, excepting when such payment relates to FID.

39. Leave Reserved

- (i) Leave is reserved for the parties to the award to apply to vary tool allowances as set out in Clause 13(v)(a) of this award in line with the Crown Employees Skilled Tradesmen Award.
- (ii) Leave is reserved for the parties to the award to apply to vary the traineeship wage rates in Clause 24D(xvi) in accordance with movements in the National Training Wage Award.
- (iii) Leave is reserved for the parties to apply in respect of hours/penalty rates/shift allowances; changes in responsibilities for professional engineers arising out of the *Civil Liability Act* and changes in responsibilities arising from accreditation of council (development) certifiers.

40. Area, Incidence and Duration

- (i) This award shall apply to all employees in Local Government within New South Wales, including employees of City of Penrith Regional Indoor Aquatic and Recreation Centre Limited (Ripples) and employees of committees of council established under the *Local Government Act 1993*. The award does not cover those employees employed by Sydney City Council, Newcastle City Council, Wollongong City Council and County of Yancowinna. And excepting those employees covered by the Local Government (Electricians) State Award, Butchers' Wholesale (Country) Award and Butchers' Wholesale (Newcastle and Northern) Award and Section 332 of the *Local Government Act 1993*.
- (ii) This award shall rescind and replace the Local Government (State) Award 2001 published eighteenth day of January, 2002(330IG 744) and all variations thereof.
- (iii) This award shall operate from the commencement of the first pay period on or after the 1 November 2004 and shall remain in force for a period of three years.
- (iv) The payment of maternity leave as provided for in Clause 19 Part E, Paid Maternity Leave, shall apply to maternity leave or special maternity leave commencing on or after 1 November 2001.
- (v) Clause 11, Salary Sacrifice, shall operate from the first pay period to commence on or after 1 April 2002.
- (vi) The award in column (a) of Table 1 of Part B provides for a 4.0% increase in rates of pay with a minimum payment of \$22.00 per week to operate from the first full pay period to commence on or after 1 November 2004.
- (vii) The award in column (b) of Table 1 of Part B provides for a 3.5% increase in rates of pay with a minimum payment of \$20.00 per week to operate from the first full pay period to commence on or after 1 November 2005.
- (viii) The award in column (c) of Table 1 of Part B provides for a 3.0% increase in rates of pay with a minimum payment of \$19.00 per week to operate from the first full pay period to commence on or after 1 November 2006.
- (ix) The increases in rates of pay provided by this award shall apply to the rates of pay in council's salary system.
- (x) The increase in rates of pay provided for in this award reflect consideration of work value changes; productivity improvements; local government reform and community movements.
- (xi) The increases granted by this award may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date, that is an \$8 safety net adjustment and increases of 6%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 2.7%, 3.3%, 3.25% and 3.25% provided that the following increases shall not be absorbed:
 - (a) placement or progression within the council's salary system;
 - (b) increases in hours of work; and
 - (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.
- (xii) In agreeing to increases in rates of pay for the term of this award, the parties recognise that councils and employees have and shall continue to engage in enterprise bargaining.
- (xiii) The ordinary hours of work for Community Services (Professional/Specialist Band 3) of 35 hours per week as provided in Clause 16 Part B(i) shall apply from the first full pay period to commence on or after 16 February 2005. Councils shall not be prevented from implementing this arrangement of hours at an earlier date.

PART B**MONETARY RATES****Table 1****Clause 6 - Rates Of Pay**

Band/Level	Rate Per Week \$	Rate Per Week \$	Rate Per Week \$
	First Pay Period 01/11/04	First Pay Period 01/11/05	First Pay Period 01/11/06
Operational Band 1			
Level 1 (Juniors and Trainees)			
T1 at 15 years of age	268.70	278.10	286.40
T2 at 16 years of age or School Certificate	335.30	347.00	357.40
T3 at 17 years of age	394.60	408.40	420.70
T4 at 18 years of age or over or HSC	461.30	477.40	491.70
T5	528.10	546.60	563.00
T6	570.20	590.20	607.90
T7	598.30	619.20	637.80
T8	627.20	649.20	668.70
T9	656.00	679.00	699.40
T10	685.90	709.90	731.20
Level 2	541.30	561.30	580.30
Level 3	593.80	614.60	633.60
Level 4	663.40	686.60	707.20
Administrative/Technical/Trades Band 2			
Level 1	656.00	679.00	699.40
Level 2	752.30	778.60	802.00
Level 3	900.40	931.90	959.90
Professional/Specialist Band 3			
Level 1	752.30	778.60	802.00
Level 2	900.40	931.60	959.90
Level 3	1048.50	1085.20	1117.80
Level 4	1271.00	1315.50	1355.00

Executive Band 4			
Level 1	1196.70	1238.60	1275.80
Level 2	1493.20	1545.50	1591.90
Level 3	1863.60	1928.80	1986.70
Level 4	2233.80	2312.00	2381.40

Note: T stands for Trainee

Clause 24D (xvi) - Traineeship Wage Rates

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	168.00 (50%)	209.00 (33%)	
School Leaver	196.00 (33%)	235.00 (25%)	284.00
Plus 1 year out of school	235.00	284.00	330.00
Plus 2 years	284.00	330.00	384.00

Plus 3 years	330.00	384.00	439.00
Plus 4 years	384.00	439.00	
Plus 5 years or more	439.00		

% - indicates the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

MONETARY RATES

Table 2 Allowances

	First Pay Period 01/11/04 \$	First Pay Period 01/11/05 \$	First Pay Period 01/11/06 \$
Clause 13(i)(a) Disability Allowance	0.28p.h. or 10.50p.w.	0.29p.h. or 10.90p.w.	0.29 p.h. or 11.20p.w.
Clause 13(i)(b) Disability Allowance	0.73p.h. or 27.90p.w.	0.76p.h. or 28.90p.w.	0.78p.h. or 29.80p.w.
Clause 13(ii) Sewer Chokes	6.04p.d.	6.26p.d.	6.44p.d.
Clause 13(v)(a) Tool Allowances			
Bricklayer	15.60p.w.	15.60p.w.	15.60p.w.
Carpenter & Plumber	22.10p.w.	22.10p.w.	22.10p.w.
Metal & Mechanical Trades	22.10p.w.	22.10p.w.	22.10p.w.
Painter & Signwriter	5.40p.w.	5.40p.w.	5.40p.w.
Plasterer	18.20p.w.	18.20p.w.	18.20p.w.
Clause 13(v)(d) Insurance Value	1283.00p.a.	1283.00p.a.	1283.00p.a.
Clause 13(viii) Car Allowances (cents per km)			
0(a) Under 2.5 litres	0.54p.km.	0.54p.km.	0.54p.km.
2.5 litres and over	0.62p.km.	0.62p.km.	0.62p.km.
(b) Minimum quarterly payment	1746.00	1746.00	1746.00
Clause 13(ix)(d) Travelling Allowances			
3 - 10 km	3.50p.d.	3.62p.d.	3.72p.d.
11 - 20 km	5.50p.d.	5.70p.d.	5.88p.d.
21 - 33 km	8.00p.d.	8.28p.d.	8.52p.d.
34 - 50 km	10.50p.d.	10.86p.d.	11.18p.d.
Each additional 10kms	2.80p.d.	2.90p.d.	2.98p.d.

Clause 13(ix)(h) Vehicle Allowance (cents per km)			
Under 2.5 litres	0.54p.km.	0.54p.km.	0.54p.km.
2.5 litres and over	0.62p.km.	0.62p.km.	0.62p.km.
Clause 13(x)(a) Camping Allowance	24.64p.n.	25.50p.n.	26.26p.n.
Clause 13(xi)(a) Community Language Allowance	15.10p.w.	15.60p.w.	16.10p.w.
Clause 13(xi)(b) First Aid Allowance	10.10p.w.	10.50p.w.	10.80p.w.
Clause 17B (iii) On Call Allowance on ordinary working days	13.30p.d.	13.80p.d.	14.20p.d.
Clause 17B (iv) On Call Allowance - on other days	26.10p.d.	27.00p.d.	27.80p.d.
Clause 17B (v) On Call Allowance - maximum per week	118.70p.w.	122.90p.w.	126.60p.w.
Clause 13(xii)(a) Meal Allowance	8.10	8.40	8.70
Clause 13(xii)(b) Meal Allowance	8.10	8.40	8.70
Clause 13(xii)(c) Meal Allowance	8.10	8.40	8.70
Clause 38(iv) Savings and Transitional			
(a) West of the Line Allowance	3.90p.w.	3.90p.w.	3.90p.w.
(b) Climatic Allowance	3.90p.w.	3.90p.w.	3.90p.w.

Key:	p.h.	=	per hour	p.a.	=	per annum	p.d.	=	per day
	p.w.	=	per week	p.n.	=	per night.	p.km.	=	per kilometre

SCHEDULE 1

MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT

Where employees camp out council shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards:

- (a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.
- (b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and/or weather conditions. Adequate steps shall be provided at each door.
- (c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- (d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and/or heater shall be provided in each caravan and shall be appropriately maintained.
- (e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- (f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- (g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.
- (h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- (i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.
- (j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.
- (k) Each caravan shall be equipped with a suitable refrigerator; a stovette with two burners and a griller and, where such stovette is an l.p.g. stovette, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- (l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- (m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.
- (n) The carrying and storage of fuel and council stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employees tool kits

and personal belongings, including when employees are off the site. Provision shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.

- (o) Kerosene heating, cooking and/or lighting are not considered to be suitable facilities.
- (p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.
- (q) Access to and egress from all amenities shall be kept clear at all times.
- (r)
 - (i) Garbage bins, which are vermin/fly proof with secure lids shall be provided together with removable and sealable bin liners.
 - (ii) Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and/or accommodation facilities.
- (s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin/fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- (t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by council indicating the age of the vans and maintenance work carried out on the vans.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1085)

SERIAL C3534

**ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (NSW
SECTION) NURSING STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5761 of 2003)

Before Mr Deputy President Grayson

30 January and
22 November 2004

REVIEWED AWARD

1. Delete the title of the award published 25 January 1996 (290 I.G. 245) and insert in lieu thereof the following:

ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (SOUTH EASTERN SECTION) NURSING STAFF (STATE) AWARD

2. Delete subclause 1.1 of clause 1, Area, Incidence and Duration, and insert in lieu thereof the following:
 - 1.1 This award shall apply to registered nurses employed by the Royal Flying Doctor Service of Australia (South Eastern Section) (ACN 000 032 422) ("RFDS").
3. Delete the words "an employee of the RFDS" in subclause 2.6 of clause 2, Definitions, and insert in lieu thereof the following:

a registered nurse
4. Insert after paragraph 2.6.3 of the said clause 2 the following new paragraphs:
 - 2.6.4 its Dubbo base;
 - 2.6.5 its Mascot base; or
 - 2.6.6 any site of operation that may subsequently be established in New South Wales.
5. Delete subclause 2.10 of the said clause 2 and insert in lieu thereof the following:
 - 2.10 "RFDS" means the Royal Flying Doctor Service of Australia (South Eastern Section) (ACN 000 032 422).
6. Delete clause 20, Parental Leave, and insert in lieu thereof the following:

20. Parental Leave

Parental leave shall be granted in accordance with the *Industrial Relations Act 1996*.

7. The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 22 November 2004.

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

J. P. GRAYSON *D.P.*

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(707)

SERIAL C3223

VAN SALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1673 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Renumber in the Arrangement of the award published 7 September 2001 (327 I.G. 529), clause 41A, Deduction of Union Membership Fees, to read as clause 42 and renumber remaining clauses accordingly:

42. Deduction of Union Membership Fees

43. Anti-Discrimination
 44. Parental Leave
 45. Conditions
 46. Leave Reserved
 47. Occupational Superannuation
 48. Enterprise Arrangements
 49. Enterprise Consultative Mechanism
 50. Area, Incidence And Duration
2. Delete the word "schedule" appearing in paragraph (b), of subclause (vii), of clause 3, Hours, and insert in lieu thereof the following:

scheduled
 3. Delete the word "he" wherever appearing in the award, and insert in lieu thereof the following:

the employee
 4. Delete the word "his" wherever appearing in the award, and insert in lieu thereof the following:

their
 5. Delete the last sentence of paragraph (d), of subclause (vii), of clause 3, Hours, and insert in lieu thereof the following:

Such days are to be taken at a time mutually agreed to between the employer and the employee concerned.
 6. Delete the word "document" wherever appearing in clause 6, Supported Wage, and insert in lieu thereof the following:

Instrument
 7. Delete the letters "Introdction" appearing in subparagraph (1), of paragraph (i), of subclause (c), of clause 7, Redundancy, and insert in lieu thereof the following:

Introduction
 8. Delete the first paragraph of paragraph (ii), of subclause (e), of clause 7, Redundancy, and insert in lieu thereof the following:

(ii) Incapacity to pay - Subject to an application by the employer 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 contained in paragraph (i) of this subclause.
 9. Delete the words "Industrial Relations (General) Regulation 1996 (as at 1/7/99)" appearing in clause 13, Time and Wages Records, and insert in lieu thereof the following:

Industrial Relations (General) Regulation 2001 (as at 1/9/01)
 10. Delete paragraphs (a), (c) and (f), of subclause (1), of clause 13, Time and Wages Records, and insert in lieu thereof the following:

(a) the full name of the employer,

(c) if any conditions of employment of the employee are set by an industrial instrument – the classification of the employee under that instrument,

- (f) if the employee is an apprentice or trainee within the meaning of the *Apprenticeship and Traineeship Act 2001* (NSW) the date the person became such an apprentice or trainee,

11. Delete the first paragraph of clause 14, Particulars of Wages to be Furnished to Employees, and insert in lieu thereof the following:

Particulars of wages to be furnished to employees by the employer are listed in clause 7 of Division 1 - Industrial Relations (General) Regulation 2001 (as at 1/9/01) and are as follows:

12. Delete clause 20, Saturday Work, and insert in lieu thereof the following:

20. Saturday Work

Work done on any Saturday shall be voluntary and paid for at overtime rates of pay as per paragraph (d) of subclause (i) of Clause 11, Overtime, with minimum payment of four hours.

13. Delete the words "Eight Hour" appearing in subclause (i), of clause 22, Holidays, and insert in lieu thereof the following:

Labour

14. Delete the number "5" appearing in subclause (v), of clause 25, Annual Holidays Loading, and insert in lieu thereof the following:

4

15. Delete the numbers "21" and "22" appearing in subclause (ii), of clause 26, Termination of Employment, and insert in lieu thereof the following numbers 22 and 23 respectively.

16. Delete the number "26" appearing in paragraph (a), of subclause (1), of clause 28, Personal/Carer's Leave, and insert in lieu thereof the following:

27

17. Delete paragraph (c), of subclause (6), of clause 28, Personal/Carer's Leave, and insert in lieu thereof the following:

- (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.

18. Delete subclause (iii), of clause 29, Bereavement Leave, and insert in lieu thereof the following:

- (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 28(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.

19. Delete the letters "de" appearing in paragraph (b), of subclause (i), of clause 41, Disputes Procedure, and insert in lieu thereof the following:

be

20. Renumber clause 41A, Deduction of Union Membership Fees, to read as clause 42, and renumber remaining clauses accordingly.

21. Delete subclause (3), of clause 43, Anti-Discrimination, and insert in lieu thereof the following:
 - (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.
22. Delete the word "salesmen" appearing in paragraph (c), of subclause (iv), of clause 45, Conditions, and insert in lieu thereof the following:

sales employees
23. Delete the number "5" appearing in paragraph (c), of subclause (i), of clause 47, Occupational Superannuation, and insert in lieu thereof the following:

4
24. Delete the number "48" wherever appearing in clause 47, Occupational Superannuation, and insert in lieu thereof the following:

50
25. Delete subclause (viii), of clause 47, Occupational Superannuation, and insert in lieu thereof the following:
 - (viii) Leave is reserved in regard to employer contributions on commission.
26. Delete subclause (b), of clause 48, Enterprise Arrangements, and insert in lieu thereof the following:
 - (b) Industrial unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Industrial Relations Commission that deals with the same matters in so far as they purport to apply to parties bound by the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.
27. Delete the number "3" appearing in subclause (a), of clause 50, Area, Incidence and Duration, and insert in lieu thereof the following:

2
28. Delete subclause (d), of clause 50, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) are set out in the attached Schedule B and take effect on 1 July 2004.

P. J. SAMS *D.P.*

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(607)

SERIAL C3255

SOAP AND CANDLE MAKERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1695 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete clauses 34A, Deduction of Union Membership Fees, and 35, Area, Incidence and Duration, of clause 1, Arrangement, of the award published 6 July 2001 (325 I.G. 1033) and insert in lieu thereof the following:

35. Deduction of Union Membership Fees
36. Area, Incidence and Duration

2. Delete paragraph (c) of subclause (i) of clause 3, Hours, and insert in lieu thereof the following:
 - (c) Implementation of the 38-Hour Week - The method of implementing the 38-hour week shall be determined by agreement between the employer and the majority of employees directly affected, from one or more of the following:
3. Delete section (C) of subparagraph (iii) of the said paragraph (c) and insert in lieu thereof the following:
 - (C) Flexibility in relation to days off - Where the hours of work of an establishment, plant or section are organised in accordance with this paragraph, an employer may require the employee(s) to accrue a maximum of five rostered days off. Where a rostered day off is allowed, it shall be taken within 12 months of its original due date.
4. Renumber subparagraphs 1, 2 and 3 of paragraph (d) of subclause (iv) of clause 12, Overtime, to read as subparagraphs (1), (2) and (3).
5. Renumber subclauses (a), (b), (c) and (d) of clause 13, Time Off in Respect of Overtime Worked, to read as subclauses (i), (ii), (iii) and (iv).
6. Renumber subclauses (a) and (b) of clause 16, Sunday and Holiday Rates, to read as subclauses (i) and (ii).
7. Delete the words "paragraphs (iv), (v) and (vi) of this clause" in subclause of clause 19, Sick Leave, and insert in lieu thereof the following:

paragraphs (iv) and (v) of this clause
8. Delete clause 20, Personal/Carer's Leave, and insert in lieu thereof the following:

20. Personal/Carer's Leave

- (i) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 19, 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:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first mentioned-person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (C) a child or an adult child (including an adopted child, a 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.
 - (F) 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
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) of this clause who is ill.
- (iii) Annual Leave
- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of clause 13, Time Off in Respect of Overtime Worked, the following provisions shall apply.
 - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (c) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (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.
9. Delete the reference to subparagraph (ii) of paragraph (c) of subclause (1) of clause 20, Personal/Carer's Leave, in subclause (iii) of clause 21, Bereavement Leave, and insert in lieu thereof the following:
- subparagraph (2) of paragraph (c) of subclause (i) of clause 20, Personal/Carer's Leave
10. Delete the reference to subclauses (2), (3), (4) and (5) of the said clause 20 in subclause (v) of the said clause 21 and insert in lieu thereof the following:
- subclauses (ii), (iii), (iv) and (v) of the said clause 20
11. Renumber paragraphs (1) and (2) of subclause (ii) of clause 26, Termination of Employment, to read as paragraphs (a) and (b).
12. Delete subparagraph (1) of paragraph (c) of subclause (iii) of the said clause 26 and insert in lieu thereof the following:
- (1) A full-time or part-time employee who is required to attend for work on any day and who works on that day shall be paid the ordinary pay for the time worked or for four hours, whichever is the greater. However, if the employee works for not less than 75% of the ordinary hours for the day, the employee shall be paid ordinary pay for a full day.
13. Delete the reference to subclauses (ii) and (iii) of clause 6, Casual Labour, in subparagraph (2) of the said paragraph (c) and insert in lieu thereof the following:
- subclauses (i) and (ii)

14. Delete the reference to the Occupational Health and Safety (First-aid) Regulation 1989 in subclause (i) of clause 27, First-aid and Safety, and insert in lieu thereof the following:

Occupational Health and Safety Regulation 2001

15. Delete clause 28, Amenities, and insert in lieu thereof the following:

28. Amenities

The employer shall provide adequate dressing room, washing and toilet accommodation in accordance with the requirements of the *Factories, Shops and Industries Act 1962*, or any relevant successor legislation.

16. Delete clause 30, Redundancy, and insert in lieu thereof the following:

30. Redundancy

(i) Application

- (a) This clause shall apply in respect of full-time and part-time persons under this award in the classifications set out in Table 1 - Wages, of Part B, Monetary Rates.
- (b) In respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of paragraph (a) of subclause (iv) of this clause.
- (c) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or, in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

(a) Employer's Duty to Notify

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

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

(b) Employer's Duty to Discuss Change

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) 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 discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said paragraph (a).
- (3) For the purposes of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on the employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy

(a) Discussions before Terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subclause (ii) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (1) of this paragraph and shall cover, inter alia, any reason 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 purpose of the discussion the employer shall, as soon as is practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment

(a) Notice for Changes in Production, Programme, Organisation or Structure

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure, in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause.

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

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

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of 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 of Technological Change

This paragraph sets out the notice provision to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause.

- (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (2) Payment in lieu of notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of *the Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time Off during Notice Period

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

(d) Employee Leaving during Notice Period

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

(e) Statement of Employment

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

(f) Notice to Centrelink or the Appropriate Government Agency

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

(g) Centrelink Separation Certificate

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

(h) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks' notice still owing.

(v) Severance Pay

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

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

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

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

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

(3) "Week's 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 paid in accordance with this award.

(b) Incapacity to Pay

Subject to an application by the employer 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 (a) of this subclause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.

(c) Alternative Employment

Subject to an application by the employer 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 the said paragraph (a) if the employer obtains acceptable alternative employment for an employee.

(vi) Savings Clause

- (a) Nothing in this clause 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 agreement, taken as a whole, between the union and any employer bound by this award.

17. Renumber subclauses 1, 2, 3, 4 and 5 of clause 31, Anti-Discrimination, to read as subclauses (i), (ii), (iii), (iv) and (v).
18. Delete the introductory paragraph of clause 32, Disputes Procedure, and insert in lieu thereof the following:

The procedure for the resolution of industrial dispute will be in accordance with the *Industrial Relations Act 1996*. These procedural steps are:

19. Delete clause 34, Superannuation, and insert in lieu thereof the following:

34. Superannuation

- (i) The subject of superannuation contributions is dealt with extensively by legislation, including the *Industrial Relations Act 1996*, the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) The employer shall be a participating employer in any of the following funds:
- Australian Public Superannuation (APS);
- Australian Superannuation Savings Employment Trust (ASSET); or
- any other Registered Fund agreed to by the employer and the employee
- and shall participate in accordance with the Trust Deed of that fund.
- (iii) The employer shall contribute to the Fund in accordance with the legislation provided that employer contributions do not fall below 3% of ordinary time earnings:

Notation: Employer contributions under relevant legislation are set at 9% from 1 July 2002.

- (iv) The employer shall provide each employee upon commencement of employment with membership forms of the fund and shall forward the completed membership form to the fund within 14 days.
- (v) An employee may make contributions to the fund in addition to those made by the employer.
- (vi) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund from the employee's wages a specified amount in accordance with the Trust Deed and the rules of the fund.
- (vii) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.
- (viii) All contributions shall be made at the completion of each calendar month.
- (ix) Ordinary time earnings shall be defined as including:
 - (a) Award classification rate.
 - (b) Over-award payment.
 - (c) Shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime.
 - (d) Casual loading in respect to casual employees including 1/12th Annual Holiday Loading.

20. Renumber clauses 34A, Deduction of Union Membership Fees, and 35, Area, Incidence and Duration, to read as clauses 35 and 36.

21. Delete the penultimate paragraph of clause 36, Area, Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 July 2004.

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

P. J. SAMS *D.P.*

(630)

SERIAL C3561

STRAPPERS AND STABLE HANDS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 7248 of 2004)

Before Commissioner Macdonald

11 February 2005

VARIATION

1. Delete subclause (b) of clause 4, Rates of Pay of the award published 9 November 2001 (329 I.G. 366) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or

- (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay and Table 2 - Other Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC2004 Amount \$
(1) Stablehand			
(a) with less than one year's previous experience	448.40	19.00	467.40
(b) with one year's previous experience	448.40	19.00	467.40
(c) with two year's previous experience	448.40	19.00	467.40
(d) with five year's previous experience	454.85	19.00	473.85
(2) Stablehand Rider	534.95	19.00	553.95

Employees Under 21 Years of Age	Percentage of Adult Rate of Stablehand or Stablehand Rider, including the rate for experience where appropriate (%)
15 years of age	55
16 to 17 years of age	60
17 to 18 years of age	65
18 to 19 years of age	70
19 to 20 years of age	80
20 years of age	95

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	7(i)	Racecourse within 75 kilometres	23.70	24.50
2	7(ii)	For each 50 Kilometres beyond 75 kilometres or part thereof	5.50 extra	5.70 extra
3	10(iii)	Overtime (meal allowance) per meal	8.10	8.40
4	14	Full Board and Lodging with cook supplied	51.10	51.10
5	14	Full Board and Lodging without cook supplied	18.00	18.00
6	22(i)(b)	Meal allowance whilst at racecourse per meal	8.10	8.40
7	24(iv)	Riding boots and skullcaps per week	1.65	1.70

Note: These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 14 March 2005.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(545)

SERIAL C3578

POULTRY INDUSTRY PREPARATION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 7320 of 2004)

Before Commissioner Ritchie

7 February 2005

VARIATION

1. Delete subclause 13.2 of clause 13, Wages, of the award published 14 June 2002 (344 I.G. 322) and insert in lieu thereof the following:
 - 13.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or

- (ii) award increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Wages

Skill Level	Minimum Rate per Week \$
Leading Hand - Large Group	32.47
Leading Hand - Small Group	19.46
Level 1	486.60
Level 2	503.30
Level 3	511.90
Level 4	520.00
Level 5	528.30
Level 6	561.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	14.1	Operate forklift	3.15 per day
2	14.2	Operate crane and hoist	6.58 per day
3	14.3	Hanging live poultry	0.34 per hour
4	14.4	Laundry Allowance	2.37 per day
5	14.5.3	Up to and including 2000cc Over 2000cc	0.39 0.45
6	14.5.4	Required to provide motor car Required to provide motor car if part-time or casual For each km travelled	80.75 per week 15.88 per day used 0.27 per km
7	14.7	Below 4 degrees Below minus 16 degrees Below minus 18 degrees Below minus 20 degrees	0.14 per hour 0.40 per hour 0.73 per hour 1.11 per hour
8	14.8	Location Allowance	0.73 per hour
9	9.2.1 & 9.2.2	Meal Allowance	8.18

3. This variation shall take effect from the first full pay period on or after 7 February 2005.

D. W. RITCHIE, Commissioner.

(625)

SERIAL C3481

**SCHOOL SUPPORT STAFF (ARCHDIOCESE OF SYDNEY AND
DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE) AWARD
2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 6389 of 2004)

Before Commissioner Cambridge

17 November 2004

VARIATION

1. Insert after subclause (x), of clause 6, Wages, of the award published 13 July 2001 (326 I.G. 40), the following new subclause:

- (xi) State Wage Case Adjustments

The rates of pay in this Award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

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

PART B

MONETARY RATES

Table 1 - Wage Rates

Level	Annual Salary From the First Full Pay Period on or after 1 September 2004 \$ pa
1	34,534
2	37,173
3	39,693
4	42,210
5	44,386
6	47,864

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	From First Full Pay Period on or After 1 September 2004 \$
1	24	Overtime/Meal Allowance	10.26
2	25.1	First-Aid Allowance	12.47 per week 2.49 per day
3	25.2	Medications Allowance	6.26 per week 1.25 per day
4	26(iii)	Own Car Allowance For a Vehicle 1500cc or under For a Vehicle over 1500cc	87.45 per week 108.10 per week
5	26(iv)	Own Car Allowance for use on a causal or incidental basis	0.56 per km
6	27(iii)(a)	Laundry Allowance	6.10 per week

Note: Items 1,4,5,and 6 to be adjusted for CPI increases. [Current adjustment to the June Quarter 2004]

3. This variation will take effect from 1 September 2004.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

(624)

SERIAL C3482

**SCHOOL SUPPORT STAFF (COUNTRY AND REGIONAL DIOCESES)
(STATE) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 6389 of 2004)

Before Commissioner Cambridge

17 November 2004

VARIATION

1. Insert after subclause (x), of clause 6, Wages, of the award published 13 July 2001 (326 I.G. 1), the following new subclause:

- (xi) State Wage Case Adjustments

The rates of pay in this Award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or

- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

Table 1 - Wage Rates

Level	Annual Salary From the First Full Pay Period on or after 1 September 2004 \$ pa
1	34,534
2	37,173
3	39,693
4	42,210
5	44,386
6	47,864

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	From First Full Pay Period on or After 1 September 2004 \$
1	24	Overtime/Meal Allowance	10.26
2	25.1	First-Aid Allowance	12.47 per week 2.49 per day
3	25.2	Medications Allowance	6.25 per week 1.25 per day
4	26(iii)	Own Car Allowance For a Vehicle 1500cc or under For a Vehicle over 1500cc	87.48 per week 108.10 per week
5	26(iv)	Own Car Allowance for use on a causal or incidental basis	0.56 per km
6	27(iii)(a)	Laundry Allowance	6.10 per week

Note: Items 1,4,5,and 6 to be adjusted for CPI increases [Current adjustment to June Quarter 2004]

3. This variation will take effect from 1 September 2004.

I. W. CAMBRIDGE, Commissioner.

(039)

SERIAL C3554

**METAL, ENGINEERING AND ASSOCIATED INDUSTRIES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales branch, industrial organisation of employees.

(No. IRC 4504 of 2004)

Before Commissioner Patterson

25 August 2004

VARIATION

- Delete paragraphs 5.1.1(c) and 5.1.1(d) of clause 5.1, Classifications and Rates of Pay, of Part 5, Rates of Pay and Related Matters, of the award published 8 June 2001 (325 I.G. 209) and insert in lieu thereof the following:

5.1.1(c) Schedule of Rates of Pay

Wage Group	Base Rate per week	Suppl. Payment	SWC Adjustments	Weekly Award	Hourly Rate
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	\$	per week \$	\$	Rate \$	\$
Level C14	284.80	40.60	142.00	467.40	12.30
Level C13	299.50	42.60	142.00	484.10	12.74
Level C12	319.20	45.40	142.00	506.60	13.33
Level C11	337.40	48.10	142.00	527.50	13.88
Level C10	365.20	52.00	144.00	561.20	14.77
Level C9	383.50	54.60	144.00	582.10	15.32
Level C8	401.70	57.20	144.00	602.90	15.87
Level C7	420.00	59.80	142.00	621.80	16.36
Level C6	456.50	65.00	142.00	663.50	17.46
Level C5	474.80	67.60	142.00	684.40	18.01
Level C4	493.00	70.20	142.00	705.20	18.56
Level C3	529.50	75.40	142.00	746.90	19.66
Level C2(a)	547.80	78.00	142.00	767.80	20.21
Level C2(b)	584.30	83.20	138.00	805.50	21.20
Level C1(a)	657.40	93.60	138.00	889.00	23.39
Level C1(b)	766.90	109.20	138.00	1014.10	26.69

5.1.1(d) State Wage Adjustments

The rates of pay in this award include the adjustments payable under State Wage Case 2004. These adjustments may be offset against:

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

2. Delete subclause 5.3.1 of clause 5.3, Apprentices Rates of Pay, of the said Part 5 and insert in lieu thereof the following:

- 5.3.1 Except as provided for in clause 5.4, Adult Apprentices, the weekly wage rate for apprentices shall be as follows:

Column 1 4-year terms apprenticeship	Column 2 Percentage of Column 3 %	Column 3 C10 Weekly Award Rate \$	Column 4 Total Rate per week \$	Column 5 Hourly Rate \$
First year	42	561.20	235.70	6.20
Second year	55	561.20	308.70	8.12
Third year	75	561.20	420.90	11.08
Fourth year	88	561.20	493.90	13.00

3. Delete the table in subclause 5.4.3 of clause 5.4, Adult Apprentices, of the said Part 5 and insert in lieu thereof the following:

Table 1 - Adult Apprentice Rates of Pay

Year of Apprenticeship	Total Weekly Rate \$
First	406.00
Second	467.40
Third	484.10

Fourth	506.60
--------	--------

4. Delete clause 5.5, Unapprenticed Junior Rates of Pay, of the said Part 5 and insert in lieu thereof the following:

5.5 Unapprenticed Junior Rates of Pay

5.5.1(a) Unapprenticed Juniors

The minimum weekly wage rates for Unapprenticed Juniors shall be as follows:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 C13 Weekly Award Rate \$	Column 4 Total Rate per week \$
Under 16 years of age	36.8	484.10	178.10
At 16 years of age	47.3	484.10	229.00
At 17 years of age	57.8	484.10	279.80
At 18 years of age	68.3	484.10	330.60
At 19 years of age	82.5	484.10	399.40
At 20 years of age	97.7	484.10	473.00

A junior employee of 18 years of age or more shall be paid 36 cents per week in addition to the rates prescribed herein whilst they are employed as a furnace person or assistant to a furnace person.

5.5.1(b) Unapprenticed Juniors (Foundaries)

The minimum weekly wage rates for Unapprenticed Juniors (Foundaries) shall be as follows:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 C13 Weekly Award Rate \$	Column 4 Total Rate per week \$
Under 16 years of age	36.8	484.10	178.10
At 16 years of age	47.3	484.10	229.00
At 17 years of age	68.3	484.10	330.60
At 18 years of age	83.0	484.10	401.80
At 19 years of age	98.8	484.10	478.30

5. Delete paragraph 5.9.1(f) of clause 5.9, Allowances and Special Rates, of the said Part 5 and insert in lieu thereof the following:

5.9.1(f) All-purpose Allowances

Item No.	Clause No.	Brief Description	Amount per week \$
1	5.9.1(a)	Leading Hands in charge of - 3-10 employees 11-20 employees	24.60 per week 36.70 per week

		More than 20 employees	46.70 per week
2	5.9.1(b)	Ship Repairing - Tradespersons All other employees	11.20 per week 9.00 per week
3	5.9.1(c)	Multi-storey Building	17.70 per week
4	5.9.1(d)	Tool Allowance	12.00 per week

6. Delete paragraph 5.9.2(g) of the said clause 5.9 and insert in lieu thereof the following:

5.9.2(g) Other Allowances

Item No.	Clause No.	Brief Description	Amount
1	5.9.2(a)	Motor Allowance	60 cents per kilometre travelled
2	5.9.2(b)	First-aid Allowance	\$11.20 per week
3	5.9.2(c), 5.9.4(b)(iv), 6.4.11	Meal Allowance	\$9.40

7. Delete paragraph 5.9.3(s) of the said clause 5.9 and insert in lieu thereof the following:

5.9.3(s) Special Rates

Item No.	Clause No.	Brief Description	Amount
1	5.9.3(c)	Cold Places	41 cents per hour extra
2	5.9.3(d)	Hot Places - Between 46 and 54 Celsius In excess of 54 Celsius	42 cents per hour extra 56 cents per hour extra
3	5.9.3(e)	Wet Places	42 cents per hour extra
4	5.9.3(f)	Confined Spaces	56 cents per hour extra

5	5.9.3(g)	Dirty Work - Ship repair work All other work	56 cents per hour extra 42 cents per hour extra
6	5.9.3(h)	Height Money	31 cents per hour extra
7	5.9.3(i)	Meat Digesters and Oil Tanks	42 cents per hour extra
8	5.9.3(j)	Sanitary Works	29 cents per hour extra
9	5.9.3(k)	Insulation Materials	55 cents per hour extra
10	5.9.3(l)	Slaughtering Yards	31 cents per hour extra
11	5.9.3(m)	Boiler Repairs - (i) Smoke boxes, fire boxes, furnaces or flues of boilers (ii) Oil fired boilers including the castings, uptakes and funnels, or flues and smoke stacks	31 cents per hour extra \$1.11 per hour extra
12	5.9.3(n)	Explosive Powered Tools	\$1.12 per day extra
13	5.9.3(o)	Ships in Dock	31 cents per hour extra
14	5.9.3(p)	Foundry Allowance	32 cents per hour worked
15	5.9.3(q)	Boiling Down Works	31 cents per hour
16	5.9.3(r)	Lead Works	31 cents per hour

8. This variation shall take effect from the beginning of the first pay period to commence on or after 25 August 2004.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(4200)

SERIAL C3600

**AGRICULTURAL, PASTORAL OR HORTICULTURAL SOCIETY'S
SHOW (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees, and another.

(No. IRC 631 & 632 of 2005)

Before The Honourable Justice Schmidt

18 February 2005

VARIATION

1. Delete clause 2, Rates of Pay, of the award published 27 October 2000 (319 I.G. 838) and insert in lieu thereof the following:

2. Rates of Pay

- (i) The hourly rates of pay shall be as follows:
 - (a) Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1, of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner

Macdonald's decision of 15 July 2004, as varied, provided that until further variation the nineteen dollar safety net adjustment rate shall be \$736.12 (2004 \$19 safety net adjustment rate: \$19.37).

- (b) Employees 20 years of age - 90 per cent of the nineteen dollar safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Macdonald's decision of 15 July 2004, as varied, provided that until further variation the nineteen dollar safety net adjustment rate shall be \$662.51 (2004 \$19 safety net adjustment rate: \$17.43).
 - (c) Employees 18 and 19 years of age - 80 per cent of the nineteen dollar safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Macdonald's decision of 15 July 2004, as varied, provided that until further variation the nineteen dollar safety net adjustment rate shall be \$588.90 (2004 \$19 safety net adjustment rate: \$15.50).
 - (d) Employees 17 years and under - 60 per cent of the nineteen dollar safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Macdonald's decision of 15 July 2004, as varied, provided that until further variation the nineteen dollar safety net adjustment rate shall be \$441.67 (2004 \$19 safety net adjustment rate: \$11.62).
- (ii) The rates of pay prescribed in subclause (i) of this clause are loaded to compensate the employees for all incidents of the employment and are payable for work done at any hour of the day. Such rates are also loaded to include an amount for annual holidays as provided for by the *Annual Holidays Act, 1944*.
2. Delete clause 5, Meal Allowance, and insert in lieu thereof the following:

5. Meal Allowance

A meal allowance shall be paid to each employee who works more than nine hours, finishing after 6.00pm.

The amount of such meal allowance shall be that prescribed by Item 3 of Table 2 - Other Rates and Allowances, Part B, Monetary Rates, of the Shop Employees (State) Award (2005 rate: \$10.40).

3. Delete clause 12, Commitment to Absorption, and insert in lieu thereof the following:

12. Commitment to Absorption

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. 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.
4. This variation shall take effect from the first full pay period to commence on or after 18 February 2005.

M. SCHMIDT J.

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(1599)

SERIAL C3563

**BHP STEEL (AIS) PTY LTD - MAINTENANCE RESTRUCTURING
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by BlueScope Steel (AIS) Pty Ltd of a dispute with The Australian Workers' Union, New South Wales and others.

(No. IRC 6166 of 2003 and 1475 of 2004)

Before Commissioner O'Neill

7 February 2005

VARIATION

1. Delete the award title of the award published 25 January 2002 (330 I.G. 1020), and insert in lieu thereof the following:

**BLUESCOPE STEEL (AIS) PTY LTD - MAINTENANCE
RESTRUCTURING AWARD**

2. Delete clause 1, Title, and insert in lieu thereof the following:

1. Title

This award shall be known as the BlueScope Steel (AIS) Pty Ltd - Maintenance Restructuring Award.

3. Delete clause 2, Arrangement, and insert in lieu thereof the following:

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties
4.	Application
5.	Purpose
6.	Duration
7.	The Maintenance Resource Group
8.	Review of this Award
9.	Dispute Settlement Procedure

4. Renumber the clauses in the body of the award to reflect clause 2, Arrangement.
5. Delete clause 3 Parties, and insert in lieu thereof the following:

3. Parties

The parties to this award are BlueScope Steel (AIS) Pty Ltd (the "Company"), The Australian Workers' Union, New South Wales, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch and the Electrical Trades Union of Australia, New South Wales Branch.

6. Delete clause 4, Application, and insert in lieu thereof the following:

4. Application

This award is binding on the parties and the employees of the Company engaged under the terms of the BlueScope Steel (AIS) Pty Ltd - Port Kembla Steelworks Employees Award 2004 (the "Steelworks Award") and who, at the date on which this award was made 24 September 2001, were engaged in maintenance repair work and rail transport maintenance work at the Port Kembla Steelworks. This award is to be read in conjunction with the Steelworks Award, however, this award will prevail to the extent of any inconsistency.

7. Delete subclauses (b) and (c), of clause 7, The Maintenance Resource Group, and insert in lieu thereof the following:
- (b) Employees in the MRG will be used to provide maintenance, operational or sundry services as directed by the Company or Transfield from time to time. The base location of employees in the MRG shall be determined by the Company.
- (c) The MRG and employees in the MRG may be managed by Transfield or the Company respectively. Where employees are directed to undertake work for Transfield such work will be governed by the balance of this clause. This management will include the allocation, delegation and supervision of work, the setting of hours of work and the administration of all other employment related arrangements, including performance management and dispute settlement procedures. Employees in the MRG where directed must comply with all reasonable and lawful directions of officers of Transfield who are assigned by Transfield with responsibility for the management of the MRG. Conduct or behaviour by an employee in the MRG that would

constitute grounds for disciplinary action or dismissal by Transfield if the employee was employed by Transfield, will constitute grounds for such action by the Company in accordance with the Steelworks Award.

8. Insert after subclause (e) of the said clause 7, the following new subclauses and renumber existing subclauses (f), (g) and (h) to read as subclauses (h), (i) and (j) respectively:
 - (f) Notwithstanding sub-clause (e) the Company may transfer an employee from the MRG on either a permanent or temporary basis to another position outside of the MRG which is available and for which the employee has the necessary skills and capability. The position of an employee who refuses such transfer will be redundant. Any such employee will have their employment terminated and receive a severance package in accordance with the Company's Redundancy Policy as in force at the date of termination.
 - (g) The requirement of an employee to transfer in accordance with sub-clause (f) will not be limited by the employee's existing classification, requirements to undertake training, or union membership.
9. Delete subclause (c) of clause 8, Review of this Award.
10. Delete clause 9, Dispute Settlement Procedure, and insert in lieu thereof the following:

9. Dispute Settlement Procedure

Subject to subclause 7(c), the dispute settlement procedure of the Steelworks Award will apply.

11. This variation shall take effect on or from 7 February 2005.

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(1024)

SERIAL C3580

**AUSTRAL BRICK COMPANY PTY LIMITED (ELECTRICAL
EMPLOYEES) ENTERPRISE AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Clay Brick & Paver Association of New South Wales, industrial organisation of employers.

(No. IRC 6831 of 2004)

Before The Honourable Justice Backman

8 December 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Austral Brick Company Pty Limited (Electrical Employees) Enterprise Award 2002 published 23 May 2003 (339 I.G. 563) as varied, be rescinded on and from 8 December 2004.

A. F. BACKMAN *J.*

Printed by the authority of the Industrial Registrar.

(856)

SERIAL C3610

**BHP TRANSPORT SYDNEY LOGISTICS TERMINAL (NSW STATE)
ENTERPRISE CONSOLIDATED AWARD 1998**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4603 of 2004)

Before The Honourable Mr Deputy President Harrison

28 February 2005

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the BHP Transport Sydney Logistics Terminal (NSW State) Enterprise Consolidated Award 1998 published 26 April 2002 (332 I.G. 1423) as varied, be rescinded on and from 28 February 2005.

R. W. HARRISON *D.P.*

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