

Vol. 356, Part 3

27 January 2006

Pages 731 -986



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 356, Part 3

27 January 2006

Pages 731 - 986

		Page
Awards and Determinations		
Awards Made or Varied		
BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2006	(AIRC)	750
BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2004	(VIRC)	961
Bluescope Steel Limited - Springhill and CRM Employees Award 2006	(AIRC)	837
Bradfield College (Department of Education and Training) Salaries and Conditions	(VIRC)	967
Crown Employees (Institute Managers in TAFE) Salaries and Conditions	(VIRC)	962
Crown Employees (National Art School, Academic Staff) Salaries and Conditions Award 2004	(AIRC)	736
Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2005	(AIRC)	896
Crown Employees (Office Of The Board Of Studies - Education Officers) Salaries and Conditions	(VIRC)	958
Crown Employees (Public Sector - Salaries 2004)	(ERR)	982
Crown Employees (Saturday School of Community Languages)	(VIRC)	963
Higher School Certificate and School Certificate Marking and Related Casual Employees Rates of Pay and Conditions	(VIRC)	969
	(ERR)	985
K U Children's Services (Other Than Teachers) (State) Consent Award 2000	(VIRC)	974
Local Government (State) Award 2004	(VIRC)	976
NSW Adult Migrant English Service Crown Employees (Teachers and Related Employees) Award 2004	(VIRC)	965
Professional Engineers and Professional Scientists (Private Industry) (State)	(VSW)	954
	(VSW)	956
Quality Bakers Australia Pty Limited (NSW) Enterprise Award 2005	(ERR)	984
Taxi Industry (Contract Drivers) Contract Determination, 1984	(VCD)	981
Transport Industry - Courier and Taxi Truck Contract Determination	(VCD)	980
Transport Industry - Excavated Materials, Contract Determination	(VCD)	977
Family Leave Provisions		731
Enterprise Agreements Approved by the Industrial Relations Commission	(ERR)	986

**BEFORE THE INDUSTRIAL RELATIONS COMMISSIONS OF NEW
SOUTH WALES FULL BENCH***Industrial Relations Act 1996*

Matter No. IRC 4201 of 2005

FAMILY PROVISIONS CASE 2005

Summons to show cause - Commission on its own initiative pursuant to Part 3 of Chapter 2 of the *Industrial Relations Act 1996*.

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

19 December 2005

ORDER

Pursuant to s50 of the *Industrial Relations Act 1996*, the Full Bench of the Commission orders, for the purposes of awards under the Act, the adoption, partly and with modifications as contained within this decision, of the principles and provisions having effect under the National Decision in the Family Provisions Case 2005 (PR802005).

Awards shall be varied by general order to give effect to the following standard clauses.

1. Insert in Clause xx - Bereavement Leave, (or Clause yy - dealing with casual entitlements)
 - (vii) Bereavement entitlements for casual employees
 - (x) Subject to the evidentiary and notice requirements in xxx and xxx casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 1.1.3 of Clause (xx) Personal/Carers Leave.
 - (x) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
 - (x) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
2. Delete Subclause 1.1.1 of Clause xx - Personal Carers Leave and replace with the following:

An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 1.1.3 (ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause X of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
3. Delete subclause 1.1.2 in Clause xx - Personal Carers Leave and replace with the following:
 - 1.1.2 The employee shall, if required,
 - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- 4. Insert the following notation at the end of subclause 1.1 Use of Sick Leave of Clause xx - Personal Carers Leave:

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

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

- 5. Delete subclause 1.2.1 of Clause xx - Personal Carers Leave and replace with the following:

1.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 1.1.3 (ii) above who is ill or who requires care due to an unexpected emergency.

- 6. Delete Subclause 1.3.1 of Clause xx - Personal Carers Leave and replace with the following:

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

- 7. Insert new subclause 1.3.4 of Clause xx - Personal/Carers Leave, as follows:

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

- 8. Insert in Clause xx - Personal/ Carers Leave, (or Clause yy - dealing with casual entitlements) the following:

1.7 Personal Carers Entitlement for casual employees

1.7.1 Subject to the evidentiary and notice requirements in xxx and xxx casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 1.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

1.7.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

1.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

- 9. In awards that do not contain a Clause for Parental Leave:

(A) Insert Clause xx - Parental Leave, into the Arrangements Clause of the Award.

(B) Insert new Clause xx - Parental Leave as follows:

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

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

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

to assist the employee in reconciling work and parental responsibilities.

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

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a)(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (a)(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

10. In awards that do contain a clause for Parental leave insert new subclauses as follows:

- (1) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

(2) Right to request

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

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (4) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (a) (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (a) (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

11. This order shall take effect on and from 19 December 2005.

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

Printed by the authority of the Industrial Registrar.

(1128)

SERIAL C3638

CROWN EMPLOYEES (NATIONAL ART SCHOOL, ACADEMIC STAFF) SALARIES AND CONDITIONS AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 461 of 2004)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
Commissioner McLeay

23 February 2005

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Quality Improvement Program
4.	Research (Studio Practice) and Development
5.	Qualifications for Appointment
6.	Filling of Positions
7.	Calculation of Service
8.	Salaries
9.	Salary Progression
10.	Allowances
11.	Hours of Work and Attendance
12.	Lecturing Contact Hours
13.	Casual Lecturers
14.	Part-time Work for Academic Staff
15.	Leave
16.	Dispute Resolution Procedures
17.	No Further Claims
18.	Anti-Discrimination
19.	Deduction of Federation Membership Fees
20.	Leave Reserved
21.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

2. Dictionary

- 2.1 "Academic Staff" means lecturers, senior lecturers and heads of studies employed at the School.
- 2.2 "Casual Lecturer" means a lecturer engaged on an hourly basis by the School.

- 2.3 "Department" means the Department of Education and Training.
- 2.4 "Director" means the Director of the National Art School.
- 2.5 "Director-General" means the Director-General of the Department of Education and Training.
- 2.6 "Employee" means a person employed in a classification covered by this award.
- 2.7 "Employer for Industrial Purposes" means the Public Employment Office.
- 2.8 "Employer for all purposes other than Industrial" means the Director-General of the Department of Education and Training.
- 2.9 "Federation" means the New South Wales Teachers Federation.
- 2.10 "Head of Public Programs" means a person employed as provided by clause 6, Filling of Positions, at the level of senior lecturer to carry out co-ordination duties in relation to the development, implementation and evaluation of public programs and who may be required by the Director to undertake some lecturing duties in the School.
- 2.11 "Head of Studies" means a person engaged as such as provided for by clause 6, Filling of Positions, to oversee the academic programs of the School.
- 2.12 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.13 "Lecturer" means a person engaged as such and employed as provided for by clause 6, Filling of Positions, to carry out lecturing duties at the School.
- 2.14 "Lecturing Duties" means those duties contained in subclause 11.3 of clause 11, Hours of Work and Attendance, and includes lecturing in an individual Learning Centre and Study Centre.
- 2.15 "Parties" means the NSW Department of Education and Training and the Federation.
- 2.16 "School" means the National Art School which is part of the Department of Education and Training.
- 2.17 "School Year" means a period of 50 weeks, excluding the two week close down period surrounding Christmas/New Year, during which educational programs may be conducted.
- 2.18 "Senior Lecturer" means a person engaged as such and employed as provided for by clause 6, Filling of Positions, to provide artistic and administrative leadership to a Print Making, Photography, Sculpture, Ceramics, Drawing, Art History and Theory Department of the School or other departments as may be created.

3. Quality Improvement Program

- 3.1 The parties are committed to encouraging academic staff at all levels to take responsibility for the continuous improvement of all processes, products and services of the School.
- 3.2 The parties will actively participate in the development and implementation of an agreed quality improvement program in the School and will contribute to the program's success.

4. Research (Studio Practice) and Development

- 4.1 The parties confirm a commitment to research and development for all academic staff. Staff recognise their obligation to maintain and update their skills. The School recognises its obligations to provide staff with opportunities to maintain and update their skills.

- 4.2 The School will facilitate the artistic development, skills enhancement and career development opportunities of staff and improve effectiveness through a range of activities, including:
- 4.2.1 work-based learning;
 - 4.2.2 secondment;
 - 4.2.3 project team participation;
 - 4.2.4 job design and redesign;
 - 4.2.5 research and exhibition opportunities; and
 - 4.2.6 provision of training relevant to the needs of the individual and the requirements of the School.

5. Qualifications for Appointment

- 5.1 Except where the Director determines that special circumstances exist in relation to a particular person which warrants that person's appointment with a lesser qualification, the minimum qualifications for appointment to positions are as follows:
- 5.1.1 Lecturer, senior lecturer and head of studies - Demonstrated significant standing as an artist and a current exhibition record and a distinguished record of artistic practice in the appropriate area.
 - 5.1.2 For employment within the Art History and Theory Department - demonstrated significant standing as an art historian/theoretician and appropriate qualifications.

6. Filling of Positions

- 6.1 Employees covered by this award shall be employed pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.

7. Calculation of Service

- 7.1 In calculating the years of service for the purpose of this award, the following periods shall not be taken into account:
- 7.1.1 Any leave of absence without pay exceeding five days in any year of service excepting those forms of leave which count for service for extended leave purposes.
 - 7.1.2 Any unauthorised absences.

8. Salaries

- 8.1 The annual remuneration of classifications covered by this award shall be as set out in Table 1 - Salaries, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 8.2 Academic staff may be eligible to participate in salary packaging schemes offered by the Department.
- 8.3 Except as otherwise provided under the salary packaging schemes referred to in sub clause 8.2, academic staff must be paid at an annual salary level not less than that for the appropriate classification as set out in Table 1 - Salaries of Part B, Monetary Rates.
- 8.4 The provisions of subclause 9.1 shall apply to the classifications set out in Table 1- Salaries of Part B, Monetary Rates, and to any such classification which, due to restructuring, has a title/name change during the life of this award.
- 8.5 The annual remuneration of salaries covered by this award shall be inclusive of all incidents of employment, except for the specific allowances as set out in this award.

8.6 Salary Sacrifice to Superannuation -

- 8.6.1 For the purpose of this subclause academic staff excludes casual lecturers.
- 8.6.2 Notwithstanding the salaries prescribed by this award, an academic staff member may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under this clause 8, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed 50 per cent of the salary payable under this said clause 8 or 50 per cent of the currently applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the academic staff member's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 8.6.3 Where the academic staff member has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (i) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (ii) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an academic staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an academic staff member's salary, shall be calculated by reference to the salary which would have applied to the academic staff member under this clause in the absence of any salary sacrifice to superannuation made under this award.
- 8.6.4 The academic staff member may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992*, as optional employer contributions; or
 - (ii) subject to the Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 8.6.5 Where an academic staff member elects to salary sacrifice in terms of paragraph 8.6.4 of this subclause the Department will pay the sacrificed amount into the relevant superannuation fund.
- 8.6.6 Where the academic staff member is a member of a superannuation scheme established under:
- (i) the *Police Regulation (Superannuation) Act 1906*;
 - (ii) the *Superannuation Act 1916*;
 - (iii) the *State Authorities Superannuation Act 1987*;
 - (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (v) the *First State Superannuation Act 1992*;
- the Department must ensure that the amount of any additional employer superannuation contributions specified in paragraph 8.6.2 of this subclause is included in the academic staff member's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 8.6.7 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an academic staff member had entered into an agreement with the Department to have superannuation

contributions made to a superannuation fund other than a fund established under legislation listed in paragraph 8.6.6 of this subclause, the Department will continue to base contributions to that fund on the salary payable under this clause to the same extent as applied before the academic staff member sacrificed a portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

9. Salary Progression

- 9.1 A lecturer and senior lecturer shall progress after each 12 months of service along the salary steps of their classification set out in Table 1 - Salaries, of Part B, Monetary Rates, subject to the lecturer and senior lecturer demonstrating continuing satisfactory performance and professional growth as determined by the Director.

10. Allowances

- 10.1 Co-ordination Allowance - Where a lecturer is required to undertake the co-ordination of programs, courses or subjects in addition to their normal program, across Departments of the School for a specified period of time, as determined by the Director, they will be paid on an annual or pro-rata basis, the co-ordination allowance as set out in Table 2, Other Rates and Allowances of Part B, Monetary Rates.
- 10.2 The co-ordination allowance is to be paid only whilst the lecturer is undertaking co-ordination duties. In addition, and for the period during which co-ordination duties are undertaken, the lecturer will be provided with a reduction in lecturing hours and/or other duties in lieu of undertaking co-ordination duties.

11. Hours of Work and Attendance

- 11.1 Attendance - Full-time and part-time staff are required to be in attendance at such times and on such days, for up to 41 weeks of the school year as is deemed necessary by the Director to maintain the efficient working of the School. In periods of non-attendance (excluding periods of annual leave), staff are expected to maintain their professional practice.
- 11.2 A flexible and adaptive approach in relation to attendance hours and working arrangements for the School will be implemented as follows:
- 11.2.1 The ordinary hours of work for lecturers, senior lecturers and heads of studies shall be 420 hours over a twelve week cycle.
- 11.2.2 The ordinary hours of work for lecturers over the twelve week cycle shall include:
- 11.2.2.1 216 hours of lecturing contact hours;
- 11.2.2.2 120 hours of preparation, marking and assessment and administrative duties;
- 11.2.2.3 84 hours maintenance of professional practice.
- 11.2.3 The ordinary hours of work for senior lecturers over the twelve week cycle shall include:
- 11.2.3.1 144 hours of lecturing contact hours;
- 11.2.3.2 192 hours of preparation, marking and assessment and administrative duties;
- 11.2.3.3 84 hours maintenance of professional practice.
- 11.2.4 The ordinary hours of work for heads of studies over the twelve week cycle shall include:
- 11.2.4.1 108 hours of lecturing contact hours;

- 11.2.4.2 228 hours of preparation, marking and assessment and administrative duties;
- 11.2.4.3 84 hours maintenance of professional practice.
- 11.2.5 Lecturers, senior lecturers and heads of studies may be required by the Director to work up to a maximum of 41 hours in any one week in undertaking lecturing contact hours, preparation, marking and assessment and administrative duties and maintenance of professional practice. More than 41 hours in a week may be worked by the academic staff member, by agreement between the academic staff member and the Director, to undertake lecturing contact hours, preparation, marking and assessment and administrative duties and maintenance of professional practice.
- 11.2.6 Lecturers, senior lecturers and heads of studies may be required by the Director to work up to 6 additional lecturing contact hours in any one week over the average weekly figure for each classification set out in subparagraphs 11.2.2.1, 11.2.3.1 and 11.2.4.1 above.
- 11.2.7 Where the hours of work for lecturers, senior lecturers and heads of studies exceed 420 hours over a twelve week cycle, the additional hours may be carried over as time-credit into the next twelve week cycle. At the end of this second twelve week cycle, the total hours work for both cycles shall equal 840. Hours in excess of 840 hours shall be paid out, at the applicable single time rate, or time taken in lieu.
- 11.2.8 The Director shall ensure that where practicable, the lecturing contact hours and hours relating to preparation, marking and assessment and administrative duties shall be arranged so that the 84 hours maintenance of professional practice shall not require the attendance of the academic staff member at the School.
- 11.2.9 Subject to the approval of the Director, lecturing contact hours and hours relating to preparation, marking and assessment and administrative duties of a full-time academic staff member may be met by attendance at the School in four days per week.
- 11.2.10 The daily span of working hours in the School for staff under this award is between 7.30 a.m. and 10.00 p.m., Monday to Sunday, inclusive. Staff working within these time bands are to be paid the normal rate of pay, with the exception of programmed lecturing hours on Sunday, which shall attract payment at double time. Field trips, excursions or work other than programmed lecturing on Sunday does not attract penalty rates.
- 11.2.11 Lecturing shall not be required after 6.00 p.m. on Saturdays or on Sundays without the prior written consent of the lecturer, senior lecturer or head of studies concerned.
- 11.2.12 Those lecturers, senior lecturers and heads of studies whose classes finish prior to the end of the academic year, semester or term due to final examinations will continue to perform other duties determined in consultation between the staff member and his/her supervisor.
- 11.3 Lecturing Duties - Actual class tuition, setting and marking class tests, assessing and marking students' practical work, preparing special lectures and lecture demonstrations, completing records and returns and setting and marking assignments, initial recording of results, familiarisation with the syllabus, organisation of lesson plan, preparation of lesson notes, preparation of teaching aids, making copies of notes, preparation for practical work, drawing and practical exercises and maintain professional practice.

NOTE: Clause 11 (previously Clause 12 in the original award) is to be read in the light of the comments by the Honourable Justice Schmidt in the Supplementary Judgment of 25 March 1999 in Matter Numbers IRC 1627 and 3676 of 1998, in which her Honour stated:

"...Clause 12.2 deals with the work which may be required of those who lecture in the 3 twelve week cycles which operate over the academic year for the teaching of the degree course, making a total of 36 weeks of lectures in the 41 week year "

12. Lecturing Contact Hours

- 12.1 Subject to clause 11, Hours of Work and Attendance, the standard face to face lecturing hours component may be up to:
- 12.1.1 for full-time lecturer, 738 hours per annum.
- 12.1.2 for full-time senior lecturers, 492 hours per annum.
- 12.1.3 for full-time heads of studies, 369 hours per annum.
- 12.2 Subject to clause 11, Hours of Work and Attendance, the above lecturing hours will be discharged during 41 weeks of the 50 week school year, or alternatively by consultation between the Director and the lecturer, senior lecturer or head of studies concerned.

NOTE: Clause 12 (previously clause 13 in the original award) is to be read in the light of the comments on clauses 11 and 12 (previously clauses 12 and 13 in the original award) made by the Honourable Justice Schmidt in the Supplementary Judgment of 25 March 1999 in Matter Numbers IRC 1627 and 3676 of 1998. In particular, it is noted that clause 12 only permits those lecturing in the degree course to be required to attend for a maximum attendance of 41 weeks per year.

13. Casual Lecturers

- 13.1 This clause sets out the general conditions of employment for casual lecturers.
- 13.2 Qualifications for Appointment - Except where the Director determines that special circumstances exist in relation to a particular person which warrant that person's engagement with lesser qualifications or a shorter duration of vocational experience, the minimum qualifications for engagement as a casual lecturer are the same as required for full-time academic staff.
- 13.3 Rates of Pay -
- 13.3.1 The hourly rate of pay inclusive of all incidents of employment, shall be as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 13.3.2 Full-time lecturers and the casual lecturer hourly rate is linked by a formula, based for administrative convenience on the ratio of the hourly salary of Step 4 of the lecturer classification scale, which is contained in Table 1 - Salaries, of Part B, Monetary Rates.
- This formula is as follows:
- $$\frac{\text{Step 4 lecturer classification}}{1} \times \frac{5}{260.8929} \times \frac{1}{35}$$
- 13.3.3 The ratio calculated in accordance with paragraph 13.3.2 is 1.5722.
- 13.4 Lecturing Duties - The rate paid for casual lecturing duties shall be deemed to cover the duties on which casual lecturers are engaged during the hours for which they have been authorised to provide actual lecturing and all duties incidental to lecturing including attendance in the lecture room or studio before the commencement and after the completion of the tuition, setting and marking of class tests, assessing and marking students' practical work, preparing special lectures, lectures and studio demonstrations, completing records and returns and setting and marking assignments, initial recording of results, familiarisation with the syllabus, organisation of lesson plan, preparation of lesson notes, preparation of teaching aids, making copies of notes, preparation for practical work, drawing and practical exercises. The rate also incorporates a payment in recognition of the casual nature of employment and all incidents of that employment.

- 13.5 Research (Studio Practice) and Development - Where a casual lecturer is required by the Director to attend a development activity which is related to their lecturing duties, the staff member shall be paid at the rate applicable to their ordinary lecturing program for the length of that development activity.
- 13.6 Class Cancellation - Casual lecturers who receive less than two hours notice of cancellation of a lecture, shall be paid for all that lecture at the casual lecturer rate for the period of that engagement.
- 13.7 Induction Session - Casual lecturers who are required to attend an induction session are entitled to be paid at the casual lecturer rate for such attendance.
- 13.8 Attendance at Staff Meetings - Casual lecturers who are required by the Director to attend a staff meeting are entitled to be paid for such attendance.
- 13.9 Access to Teaching Resources - Subject to the need for security and safety, teaching materials, working areas and equipment, resource and reference materials will be readily accessible by casual lecturers before, during and following their scheduled duty periods.

14. Part-Time Work for Academic Staff

- 14.1 A person employed on a part-time basis and engaged as such shall have the same entitlements as full-time staff, on a pro-rata basis where appropriate.

15. Leave

- 15.1 For the purposes of this clause, academic staff does not include casual lecturers unless otherwise specified.
- 15.2 Annual Leave - All academic staff shall be entitled to 20 days annual leave or pro-rata where employed for periods of less than the equivalent full-time.
- 15.3 Annual Leave Loading - All academic staff shall be paid a loading of 17.5 per cent of their salary for the 20 days annual leave for each 12 months of service, or pro-rata, on the basis of the staff member's ordinary salary rate.
- 15.4 Annual Leave and Agreed Weeks of Non-attendance for all academic staff shall be:
- 15.4.1 In lieu of the provisions under the *Annual Holidays Act 1944*, lecturers, senior lecturers and heads of studies shall, unless otherwise required by the Director, shall not be required to attend the School for the number of weeks as set out in the following schedule:

Classification	Annual leave weeks	Agreed calendar weeks of non-attendance (includes the two week shut down period at Christmas/New Year)
Lecturer	4	7
Senior lecturer	4	7
Head of Studies	4	7

- 15.4.2 During the agreed calendar weeks of non-attendance, academic staff will be involved in academic development and studio practice.
- 15.5 Sick Leave –
- 15.5.1 All academic staff shall be entitled to 15 days per annum, with the unused component of the annual entitlement being fully cumulative.
- 15.5.2 Special sick leave shall continue to be available.
- 15.6 Sick Leave to Care for a Family Member - All academic staff shall be entitled to access accrued sick leave to care for a family member, as detailed in paragraph 15.7.1 below.

15.7 Personal/Carer's Leave –

15.7.1 Use of Sick Leave –

- 15.7.1.1 Academic staff with responsibilities in relation to a class of person set out in section 15.7.1.3 (b) below, who needs the staff member's care and support shall be entitled to use, in accordance with this paragraph, any current or accrued sick leave entitlement provided for in paragraph 15.5.1, 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.
- 15.7.1.2 The staff member 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, a staff member must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 15.7.1.3 The entitlement to use sick leave in accordance with this paragraph is subject to:
- (a) the staff member being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the staff member; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as 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 (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 staff member or spouse or de facto spouse of the staff member; or
 - (4) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or
 - (5) a relative of the staff member who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.
- 15.7.1.4 A staff member shall, wherever practicable, give the Director 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 staff member, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the staff member to give notice of absence, the staff member shall notify the Director by telephone of such absence at the first opportunity on the day of absence.

- 15.7.2 Unpaid Leave for Family Purposes - Academic staff may elect, with the consent of the Director, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section 15.7.1.3 (b) above, who is ill.
- 15.7.3 Annual Leave –
- 15.7.3.1 Academic staff may elect, with the consent of the Director, 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.
- 15.7.3.2 Access to annual leave, as prescribed in subparagraph 15.7.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 15.7.3.3 A staff member 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.
- 15.7.4 Time Off in Lieu of Payment for Overtime –
- 15.7.4.1 Academic staff may elect, with the consent of the Director, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- 15.7.4.2 Overtime taken as time off during ordinary time hours shall be taken at ordinary time rate, that is an hour for each hour worked.
- 15.7.4.3 If, having elected to take time as leave in accordance with subparagraph 15.7.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the (12) month period or on termination.
- 15.7.4.4 Where no election is made in accordance with subparagraph 15.7.4.1 above, the staff member shall be paid overtime rates in accordance with the award.
- 15.7.5 Make-up Time - Academic staff may elect, with the consent of the Director, to work "make-up time," under which the staff member 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.
- 15.7.6 Bereavement Leave –
- 15.7.6.1 Where family and community service leave has been exhausted academic staff 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 subparagraph 15.7.6.3 below.
- 15.7.6.2 The staff member must notify the Director as soon as practicable of the intention to take bereavement leave and will, if required by the Director provide to the satisfaction of the Director proof of death.
- 15.7.6.3 Bereavement leave shall be available to the staff member in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in section 15.7.1.3 (b) above, provided that for the purposes of bereavement leave, the staff member need not have been responsible for the care of the person concerned.
- 15.7.6.4 A staff member shall not be entitled to bereavement leave under this clause during any period in respect of which the staff member has been granted other leave.

- 15.7.6.5 Bereavement leave may be taken in conjunction with other leave available under paragraphs 15.7.2, 15.7.3, 15.7.4 and 15.7.5. In determining such a request, the Director will give consideration to the circumstances of the staff member and the reasonable operational requirements of the School.
- 15.8 Extended Leave - All academic staff, including casual lecturers employed on a temporary basis, shall be entitled to extended leave of 44 working days on full pay or 88 days working days on half pay after completing ten years of service and a further 11 working days for each completed year of service after ten years.
- 15.9 Family and Community Service Leave –
- 15.9.1 The Director shall, in the case of emergencies or in personal or domestic circumstances, grant to academic staff some or all of the available family and community service leave on full pay.
- 15.9.2 Such cases may include, but are not limited to the following:
- 15.9.2.1 compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- 15.9.2.2 accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 15.9.2.3 emergency or weather conditions, such as when flood, fire or snow, etc., threaten and/or prevent a staff member from reporting for duty;
- 15.9.2.4 other personal circumstances, such as citizenship ceremonies, parent/teacher interviews or attending a child's school for other reasons.
- 15.9.3 Attendance at court by a staff member to answer a charge for a criminal offence, if the Director considers the granting of family and community service leave to be appropriate in a particular case.
- 15.9.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 15.9.5 Staff members who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absences during normal working hours.
- 15.9.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to academic staff shall be the greater of the leave provided in subparagraphs 15.9.6.1 and 15.9.6.2:
- 15.9.6.1 two and a half of the staff member's working days in the first year of service and, on completion of the first year's service, five of the staff member's working days in any period of two years;
- 15.9.6.2 after the completion of two years' continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service, less the total amount of short leave or family and community service leave previously granted to the staff member.
- 15.9.7 If available family and community service leave is exhausted as a result of natural disasters, the Director shall consider applications for additional family and community service leave, if some other emergency arises.

- 15.9.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with paragraph 15.7.1 shall be granted when paid family and community service leave has been exhausted.

16. Dispute Resolution Procedures

- 16.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 16.1.1 Should any dispute (including a question or difficulty) arise at the School, the staff member and/or Federation workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
- 16.1.2 The supervisor will discuss the matter with the staff member and/or Federation representative within two working days of having been notified of a dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 16.1.3 Should the above procedure be unsuccessful or involve matters where it is inappropriate, the dispute will be referred to the Director. Matters at this step will be discussed within two working days of having been notified of a dispute or by negotiating an agreed method and time frame for proceeding.
- 16.2 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

17. No Further Claims

- 17.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further salaries or conditions claims by the parties prior to 31 December 2005 in relation to matters expressly contained in this award.

18. Anti-Discrimination

- 18.1 It is the intention of the parties to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 16 of this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall 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.
- 18.3 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.
- 18.4 Nothing in this clause is to be taken to affect:
- 18.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 18.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 18.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
- 18.4.4 any party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 18.5 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.

19. Deduction of Union Membership Fees

- 19.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 19.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 19.3 Subject to 19.1 and 19.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 19.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 19.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 19.6 Where an employee has already authorised the deduction of union membership fees 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 continue.

20. Leave Reserved

- 20.1 Leave is reserved to the parties to apply as they may be advised in respect to the classification of tutors. The Public Service Association and Professional officers' Association Amalgamated Union of New South Wales has brought its interest in the tutor classification to the notice of the parties and the Industrial Relations Commission of New South Wales. Any award application to progress the classification of tutor would involve discussions with the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales as part of this process.

21. Area, Incidence and Duration

- 21.1 This award shall apply to all members of the academic staff of the National Art School employed as permanent officers or temporary or casual employees pursuant to the provisions of the *Public Sector Employment and Management Act 2002*, with the exception of those staff members employed under the Senior Executive Service.
- 21.2 This award rescinds and replaces the Crown Employees (National Art School, Academic Staff) Salaries and Conditions Award published 3 August 2001 (326 I.G. 760) and all variations thereof.
- 21.3 The award shall take effect from 1 January 2004 and shall remain in force thereafter until 31 December 2005.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Salary from the first pay period to commence on or after 1.1.04 \$	Salary from the first pay period to commence on or after 1.7.04 \$	Salary from the first pay period to commence on or after 1.1.05 \$
Increase	5.5%	3%	3.5%
Lecturer – Step 1	59,140	60,914	63,046

Step 2	62,292	64,161	66,407
Step 3	65,578	67,545	69,909
Step 4	68,865	70,931	73,414
Increase	5.5%	3% + 1.5%	3.5% + 1.5%
Senior Lecturer – Step 1	73,743	77,094	80,989
Step 2	76,764	80,253	84,308
Step 3	80,466	84,123	88,373
Head of Studies	99,485	104,007	109,262

Table 2 - Other Rates and Allowances

Brief Description	Rates from the first pay period to commence on or after 1.1.04 \$	Rates from the first pay period to commence on or after 1.7.04 \$	Rates from the first pay period to commence on or after 1.1.05 \$
Increase	5.5%	3%	3.5%
Co-ordination Allowance (pa)	3,703	3,814	3,947
Casual Lecturer (ph)	59.29	61.06	63.20

M. J. WALTON *J, Vice-President.*
 J. P. GRAYSON *D.P.*
 J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

BLUESCOPE STEEL (AIS) PTY LTD - PORT KEMBLA STEELWORKS EMPLOYEES AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by BlueScope Steel (AIS) Pty Ltd.

(Nos. IRC 6748 & 6749 of 2005)

Before The Honourable Justice Walton, Vice-President

13 January 2006

AWARD

PART A - GENERAL CONDITIONS

DIVISION 1 - APPLICATION AND OPERATION OF AWARD

1. Award Title

This award is entitled BlueScope Steel (AIS) Pty Ltd - Port Kembla Steelworks Employees Award 2006.

2. Arrangement

PART A-GENERAL CONDITIONS

DIVISION 1 - APPLICATION AND OPERATION OF AWARD

Clause No.	Subject Matter
1.	Award Title
2.	Arrangement
3.	Area, Incidence and Duration
4.	Definitions
5.	No Extra Claims

DIVISION 2 - RATES OF PAY AND RELATED MATTERS

6.	Rates of Pay
7.	Superannuation
8.	Special Rates (All Purpose)
9.	Disability Rates
10.	Maximum Payment
11.	Retention of Rate
12.	Time and Payment of Wages

DIVISION 3 - HOURS OF WORK

13.	Hours of Duty
14.	Employees Presenting Themselves for Work and Not Required

DIVISION 4 - SHIFT WORK AND OVERTIME

15.	Shift Work Allowances For Shift Workers
16.	Saturday Rates For Shift Workers

17. Shift Workers Whose Ordinary Working Period Includes Sundays and Public Holidays as Ordinary Working Days
18. Sunday and Public Holiday Rates
19. Night Work for Day Workers and Day Shift Workers
20. Transfer of Day Workers from Day Work to Shift Work
21. Transfer of Shift Workers
22. Overtime

DIVISION 5 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays
24. Sick Leave
25. Personal/Carer's Leave
26. Annual Leave
27. Days Added to the Period of Annual Leave or Long Service Leave
28. Long Service Leave
29. Jury Service
30. Compassionate Leave
31. Parental Leave

DIVISION 6 - EMPLOYMENT RELATIONSHIP

32. Contract of Employment
33. Requirements to Work in Accordance with the Needs of the Industry
34. Termination of Employment Due to Retrenchment or Redundancy
35. Anti-Discrimination
36. Procedure For Resolving Claims, Issues and Disputes
37. Regulation of Disturbances to Production and Supply
38. Departmental Arrangements

DIVISION 7 - MISCELLANEOUS

39. Delegates
40. Payroll Deduction of Union Membership Fees
41. Apprentices
42. Department Work Redesign Agreements

PART B - AGREEMENTS

DIVISION 1 - GENERAL AGREEMENTS

43. Payment for Training
44. Lump Sum Payment Scheme

DIVISION 2 - WORK REDESIGN AGREEMENTS

45. No. 2 Blower Station Work Redesign Agreement
46. Blast Furnace Team Work Redesign Agreement
47. Temper Mills Work Redesign Agreement
48. Raw Materials Handling Work Redesign Agreement

PART C - MONETARY RATES - RESTRUCTURED CLASSIFICATIONS

Table 1 - Restructured Ironworker Rates of Pay

- Table 2 - Graded Trades Rates of Pay
- Table 3 - Apprentices
- Table 4 - Annualised Salary Rates of Pay
- Table 5 - Unanderra Coil Processing
- Table 6 - Port Kembla Road Transport Facility
- Table 7 - Other Rates and Allowances

PART D - APPENDIX - UNRESTRUCTURED CLASSIFICATIONS

- A. Application
- B. Leading Hands
- C. Mixed Functions
- D. Tool Allowance
- E. Rates of Pay - Unrestructured Classifications

PART E - SCHEDULES

- Schedule 1 - Rail Operations Arrangements
- Schedule 2 - Slab Yard Arrangements
- Schedule 3 - Packaging Urgent Despatch
- Schedule 4 - Plate Mill Urgent Despatch
- Schedule 5 - Hot Coil Processing and Despatch and Unanderra Coil Processing Urgent Despatch

3. Area, Incidence and Duration

- 3.1 Awards Rescinded and Replaced - This award rescinds and replaces the BlueScope Steel (AIS) Pty Ltd - Port Kembla Steelworks Employees Award 2004 (349 IG 109).
- 3.2 Application - This award applies to all employees (including apprentices within clause 41, Apprentices) of BlueScope Steel (AIS) Pty Ltd except:
 - 3.2.1 clerical staff;
 - 3.2.2 salaried staff other than:
 - (a) employees in the classes covered by clause 6, Rates of Pay;
 - (b) employees subject to federal awards.
- 3.3 Shipping - Despite any other provision in this award, the following provisions apply to a stevedoring employee (as defined in the enterprise agreement referred to in 3.3.1) for the actual time he or she are employed as a stevedoring employee:
 - 3.3.1 The employee will be remunerated in accordance with the Port Kembla Product Berth Enterprise Development Agreement 2002 and Port Kembla Bulk Operations Enterprise Agreement 2002 or any agreement or award varying or replacing those instruments.
 - 3.3.2 This remuneration is in lieu of any monetary entitlements under the following provisions of this award:
 - (a) clause 6, Rates of Pay;
 - (b) clause 15, Shift Work Allowances for Shift Workers;
 - (c) clause 16, Saturday Rates for Shift Workers;
 - (d) clause 18, Sunday and Public Holiday Rates;

- (e) clause 19, Night Work for Day Workers and Day Shift Workers;
- (f) clause 22, Overtime (other than paragraphs 22.3.2, Minimum Payment and 22.3.6, Spoilt Meal);
- (g) clause 23, Public Holidays;
- (h) clause C - Mixed Functions, in Part D - Appendix - Unrestructured Classifications.

3.4 Parties to this Award - The parties to this Award are:

3.4.1 BlueScope Steel (AIS) Pty Ltd at Port Kembla;

3.4.2 The Australian Workers' Union, New South Wales;

3.4.3 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

3.4.4 Electrical Trades Union of Australia, New South Wales Branch;

3.4.5 Construction, Forestry, Mining & Energy Union (New South Wales Branch).

3.5 Effective Date - This award takes effect on and from the first pay period beginning on or after 28 February 2006 and remains in force for a period of 3 years (the nominal term).

4. Definitions

In this award the following definitions apply:

4.1 "Day Workers" are employees excluding Shift Workers, but including employees on night work within clause 19, Night Work for Day Workers and Day Shift Workers.

4.2 "Shift Workers" are employees working on a two or three shift system, or a one shift system whose ordinary hours includes weekend shifts. For Shift Workers, each day, including Sunday and Public Holidays, is considered as being the day on which the majority of the shift falls.

4.3 "Monday to Saturday Shift Workers" means Shift Workers whose ordinary working hours are between Monday to Saturday.

4.4 "Annual Leave Rate of Pay" means:

4.4.1 In the case of:

(a) annual leave under clause 26, Annual Leave, and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, taken by an employee immediately before or after leave under the *Annual Holidays Act 1944*;

(b) payment in respect of annual leave or days added to the period of annual leave being made to employees under clauses 26 and 27, upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act 1944* in respect of such termination,

the ordinary pay of the employees calculated in accordance with the *Annual Holidays Act 1944* for the leave taken or payments made under that Act.

4.4.2 In the case of annual leave under clause 26, and days added to the period of annual leave under clause 27, being taken otherwise than immediately before or after leave under the *Annual Holidays Act 1944*, the ordinary pay of the employees calculated in accordance with the *Annual Holidays Act 1944*, as if such leave had been taken under the Act.

4.5 "Company" means BlueScope Steel (AIS) Pty Ltd.

5. No Extra Claims

5.1 General - It is a term of this award that the unions (with whom this award is made) undertake, for the period until the nominal expiry term of the Award not to raise any further claims, award or overaward, including claims arising from national or state wage cases. There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.

5.2 Leave Reserved - Leave is reserved to apply in respect of:

- (a) hours of work;
- (b) the addition of annualised salary agreements to Division 2 - Work Redesign Agreements of Part B - Agreements; and
- (c) Trade Union Training Leave

DIVISION 2 - RATES OF PAY AND RELATED MATTERS

6. Rates of Pay

6.1 Rates of Pay - The minimum rates of pay for any classification, subject to the other provisions, are set out in Table 1 - Restructured Ironworkers Rates of Pay, Table 2 - Graded Trades Rates of Pay, Table 3 - Apprentices, Table 4 - Annualised Salary Rates of Pay, Table 5 - Unanderra Coil Processing and Table 6 - Port Kembla Road Transport Facility of Part C - Monetary Rates - Restructured Classifications, and Part D - Appendix - Unrestructured Classifications. These rates are inclusive of the adult basic wage of \$121.40.

6.2 Restructured Rates of Pay - The classifications appearing in Part C - Monetary Rates - Restructured Classifications, are new classifications which have been established as a result of restructuring processes carried out in the departments and sections of Port Kembla Steelworks in which the new classifications appear. These new classifications replace and supersede previous classifications for which rates of pay are provided in Part D - Appendix - Unrestructured Classifications.

6.3 Mixed Functions - Clause C, Mixed Functions, appearing in Part D - Appendix - Unrestructured Classifications has no application in relation to employees employed in classifications appearing in Part C - Monetary Rates - Restructured Classifications.

6.4 Leading Hands - Clause B, Leading Hands, appearing in Part D - Appendix - Unrestructured Classifications, has no application in relation to employees employed in classifications appearing in Part C - Monetary Rates - Restructured Classifications.

6.5 Retention of Rate - Clause 11, Retention of Rate, has no application to the classifications appearing in Table 2 - Graded Trades Rates of Pay of Part C - Monetary Rates - Restructured Classifications

6.6 Ordinary Rate - In addition to the award rate of pay prescribed for the purpose of subclause 6.1, an employee will be paid the applicable over award or bonus for the employee's classification to make up the employee's ordinary or weekly rate of pay.

6.7 The base rates of pay and allowances provided for in Parts C and D of this award will be increased by:

4.5% effective from the first full pay period on or after 18 March 2006; and

a further 4.0% effective from the first full pay period on or after 18 March 2007; and

a further 2.0% effective from the first full pay period on or after 18 March 2008; and

a further 2.0% effective from the first full pay period on or after 18 September 2008

with the exception of the overtime meal allowance.

7. Superannuation

- 7.1 Superannuation Legislation - the Subject of Superannuation is dealt with exhaustively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)*, the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, and section 124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. Subject to this legislation, superannuation is also dealt with by the trust deed and rules of the BlueScope Steel Superannuation Fund and the Superannuation Trust of Australia, and relevant agreements made from time to time between the Company and the unions party to this award, including the BHPSteel - Superannuation Review dated 25 October 1995.
- 7.2 Salary Sacrifice -
- 7.2.1 Despite any other provisions of this award, for the purpose of calculating ordinary time earnings, the rate of pay per week prescribed for the purpose of clause 6, Rates of Pay, is reduced by the amount which an employee elects by notice in writing to the Company to sacrifice in order to enable the Company to make a superannuation contribution for the benefit of the employee.
- 7.2.2 Election Form - For an employee's election to be valid the employee must complete an election form provided by the Company.
- 7.2.3 Leave - The reduced rate of pay and the superannuation contributions provided for in this subclause apply for periods of annual leave, long service leave, and other periods of paid leave.
- 7.2.4 Calculation of other payments - All other award payments, including termination payments, calculated by reference to the employee's rate of pay will be calculated by reference to the rate of pay per week prescribed for the employee for the purpose of clause 6, Rates of Pay.
- 7.2.5 Revoking Election - Unless otherwise agreed by the Company, an employee may only revoke or vary his or her election once in each twelve months. Not less than one months' written notice will be given by an employee of revocation or variation of the employee's election.
- 7.2.6 Termination of Scheme - If at any time while an employee's election is in force, there are changes in taxation or superannuation laws, practice or rulings, that materially alter the benefit to the employee or the cost to the Company of acting in accordance with the election, either the employee or the Company may, upon one months' notice in writing to the other, terminate the election.
- 7.2.7 Superannuation Guarantee - The Company will not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the *Superannuation Guarantee Administration Act 1992 (Cth)* or any legislation which succeeds or replaces it.

8. Special Rates (All Purpose)

In addition to the rates of pay prescribed for the purposes of clause 6, Rates of Pay, the following special rates will apply:

- 8.1 Mechanical and Electrical Tradespersons and Maintenance Non-Trades Employees:
- 8.1.1 Large Power Houses - Employees employed in large operating power houses (meaning power houses developing more than 8,000 kilowatts) will be paid per 38-hour week an additional allowance as set out in Item 1 of Table 7 - Other Rates and Allowances, of Part C - Monetary

Rates - Restructured Classifications. The amounts as set out in Item 1 are considered as including all rates prescribed in clause 9, Disability Rates. This allowance will continue to be payable to tradespersons attached to the staff of such power houses whilst carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation. This subclause will not apply to control room operators.

8.1.2 Ship Repairing - Employees engaged on ship repairs will be paid per 38-hour week an additional allowance as set out in Item 2 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. 'Ship repairs' means:

- (a) all repair work done on ships;
- (b) all work, other than the making of spare parts and stores, done in a workshop used for ship repairs only;
- (c) work done in a workshop used for ship repairing, general engineering, metal moulding, steel construction and other heavy metal fabrication on which employees are engaged both on the ship and in the workshop.

8.1.3 Electrical Trades Licences - An additional amount as set out in Item 3 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, will be paid per 38-hour week to an employee employed and working as an electrical tradesperson possessing a Qualified Supervisor's Certificate (Electrician) or a Certificate of Registration (Electrician) issued by the appropriate authority.

8.1.4 Scaffolder's Licence - An additional amount as set out in Item 4 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, will be paid per 38-hour week to a rigger and/or roper and/or splicer who holds a Certificate of Competency as a rigger under the *Occupational Health and Safety Regulation 2001* (NSW), and who possesses and uses a Certificate of Competency as a scaffolder under the Act. These allowances are not cumulative.

8.2 All Purposes - The allowances arising from this clause are paid for all purposes of the award, except where otherwise prescribed.

9. Disability Rates

In addition to the rates of pay prescribed for the purposes of clause 6, Rates of Pay, the following special rates will apply:

9.1 General -

9.1.1 Hot Places - Electrical and mechanical tradespersons and maintenance non-trades employees working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius will be paid an allowance per hour extra as set out in Item 5 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. This is subject to the following:

- (a) in places where the temperature exceeds 54 degrees Celsius employees will be paid per hour extra as set out in Item 5;
- (b) where work continues for more than two hours in a temperature exceeding 54 degrees Celsius employees will also be entitled to twenty minutes' rest after every two hours' work without deduction of pay;
- (c) the temperature will be decided by the supervisor of the work after consultation with the employees who claim the extra rate.

9.1.2 Hot Work - Hot work is done in places where the temperature raised by artificial means is above 49 degrees Celsius. Employees whilst so engaged on work, as specified below, will receive an

additional amount per hour as set out in Item 6 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications:

- (a) bricklayers and labourers assisting bricklayers whilst engaged on hot work;
- (b) The following employees, other than bricklayers and labourers assisting bricklayers and crane and engine drivers, including front end and overhead loader driver, whilst engaged on hot work will receive an additional rate:
 - (i) Blast Furnaces - All employees employed in connection with furnace demolition or on relining;
 - (ii) Mill Furnaces - All employees employed in connection with the demolition of furnaces;
 - (iii) Gas Producers - All employees employed in connection with gas producer work;
 - (iv) General - Carpenters, plumbers and labourers assisting carpenters or plumbers other than those provided for elsewhere in this subclause.

9.1.3 Wet Work - Employees working in any place where his or her clothing or boots become saturated, whether by water, oil or otherwise, will be paid an amount per hour extra as set out in Item 7 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. This rate is not payable to an employee who is provided by the Company with protective clothing and/or footwear. Any employee who becomes entitled to this extra rate is to be paid such extra rate for such part of the day or shift as he or she is required to work in wet clothing or boots.

9.1.4 Dirty Work - Mechanical and electrical tradespersons and maintenance non-trades employees engaged in work other than ship repair work which a supervisor and employee agree is of an unusually dirty or offensive nature will be paid per hour extra as set out in Item 8 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications:

- (a) Mechanical and maintenance non-trades employees engaged in Ship repair work which a foreperson and employee agree is of an unusually dirty or offensive nature will be paid for at an amount per hour extra as set out in Item 8;
- (b) In the case of disagreement between the supervisor and employee, the dispute settling procedure prescribed in clause 36, will be followed.

9.1.5 Restrictive Spaces - Mechanical and electrical tradespersons and maintenance non-trade employees working in restrictive spaces (as defined) will be paid per hour extra as set out in Item 9 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

- (a) For the purpose of this clause, "restrictive space" means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or cramped position or without proper ventilation and, subject thereto, includes such space:
 - (i) in the case of a ship - inside complete tanks, chain lockers and peaks, in bilges, under engine beds, under engine rooms and stoke-hold floors or under or inside boilers;
 - (ii) in the other cases - inside boilers, steam drums, mud drums, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economisers.

9.1.6 High Places - Electrical and Mechanical tradespersons and maintenance non-trades other than riggers and splicers, employees working in any building or structure in a bosun's chair or swinging scaffold, or engaged in the construction, erection, repair and/or maintenance of ships,

steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above the nearest horizontal plain will be paid an amount per hour extra as set out in Item 10 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.1.7 Oil Tanks - Mechanical tradespersons and maintenance non-trades employees working on repairs in oil tanks will be paid per hour extra as set out in Item 11 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. Any employee so engaged for more than half of one day or shift will be paid the prescribed allowance for the whole of the day or shift.

9.1.8 Explosive-Powered Tools - Employees required to use explosive-powered tools will be paid per hour extra the amount as set out in Item 12 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, with a minimum payment as set out in this award (subject to the minimum payments set out in Item 12).

9.1.9 Slag Wool - Maintenance employees handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise will, when employed on ship repairing or on construction, repair or demolition of furnaces, walls, floors and/or ceilings, be paid an amount per hour extra as set out in Item 13 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.2 Electrical Tradespersons -

9.2.1 Toxic Substances -

- (a) electrical tradesmen required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials;
- (b) electrical tradesmen using such materials will be provided with and will use all safeguards as are required by the appropriate Government authority;
- (c) electrical tradesmen using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5 kg or over, will be paid an amount per hour extra as set out in Item 14 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates Restructured Classifications;
- (d) electrical tradesmen working in close proximity to employees so as to be affected by the use of such substances or materials will be paid an amount per hour extra as set out in Item 15 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (e) for the purpose of this subclause, toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system are deemed to be materials of a like nature.

9.3 Bricklayers and Labourers -

9.3.1 Bricklayers and labourers assisting bricklayers when brick lining stacks and when engaged on the work of inside lining the outer combustion wall of blast furnace stoves, will be paid an additional rate as set out in Item 16 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications:

- (a) an amount per hour when working at a height above 15 metres and not more than 30 metres;
- (b) an amount per hour for each 15 metres above 30 metres.

Height is measured from the nearest horizontal plane.

- 9.3.2 Bricklayers and labourers assisting bricklayers when working in boiler chambers at the power house will be paid an amount per hour in addition to his or her ordinary rate as set out in Item 17 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.
- 9.3.3 Bricklayers and labourers assisting bricklayers, when working inside stacks and flues, on brick linings, which when bricked have a diameter of 900 mm or under, will be paid by way of a clothing allowance an additional amount per shift or part thereof as set out in Item 18 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. When this work is with the approval of the Company shared by arrangement between the employees themselves, each such employee will be paid a clothing allowance at the rate per shift for the time he is so employed as set out in Item 18 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.
- 9.4 Other Employees -
- 9.4.1 Applying obnoxious substances -
- (a) a tradesperson painter or brush hand engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature will be paid an amount per hour extra as set out in Item 19 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
 - (b) in addition, tradesperson painters or brush hands applying such material in buildings which are normally air conditioned will be paid an amount extra per hour for any time worked when the air conditioning plant is not operating as set out in Item 20 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
 - (c) where there is an absence of adequate natural ventilation, the employer will provide ventilation by artificial means and/or supply an approved type of respirator and, in addition, protective clothing will be supplied where recommended by the appropriate Government authority;
 - (d) tradesperson painters or brush hands working in close proximity to tradesmen painters or brush hands so engaged will be paid an amount per hour extra as set out in Item 21 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
 - (e) for the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system will be deemed to be materials of a like nature;
 - (f) this clause does not apply to employees who are paid rates fixed by federal awards or to electrical tradespersons or linespersons.
- 9.4.2 Spray Painting - A tradesperson painter engaged on all spray painting carried out in other than a properly constructed booth, approved by the appropriate Government authority, will be paid an amount per hour extra as set out in Item 22 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.
- 9.5 Rates Not Subject to Penalty Additions - The disability rates prescribed in this clause will be paid irrespective of the times at which the work is performed and are not be subject to any premium or penalty additions.
- 9.6 Special Rates Not Cumulative - Where an employee is entitled to more than one of the extra rates for disabilities which exist on the same job, the employer is bound to pay only the highest rate. This

subclause does not apply to subclauses, 9.1.4, Dirty Work, 9.1.6, High Places, 9.1.1, Hot Places or, 9.1.3, Wet Work, the rates for which are cumulative.

9.7 Tools -

9.7.1 The rates of pay for tradesperson classifications and apprentices appearing in Table 2 - Graded Trades Rates of Pay and Table 3 - Apprentices of Part C - Monetary Rates - Restructured Classifications are inclusive of tool allowances for such tradespersons. Clause D, Tool Allowance, appearing in Part D - Appendix - Unrestructured Classifications of this award has no application in relation to employees employed in tradesperson classifications appearing in Table 2 - Graded Trades Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

9.7.2 The Company will provide for the use of tradespersons all necessary power tools, special purpose tools, precision measuring instruments and, for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.

9.7.3 Where it was the practice as at 5 November 1979 for the Company to provide all tools ordinarily required by tradespersons in the performance of their work, the Company may continue that practice and, in any event, the allowance prescribed in Clause D, Tool Allowance, of Part D - Appendix - Unrestructured Classifications does not apply to such tradespersons.

10. Maximum Payment

10.1 Shift allowance and special rates are not subject to any premium or penalty additions.

10.2 All rates prescribed by this award must not exceed double the rate prescribed by clause 6, Rates of Pay, or clause 8, Special Rates (All Purpose), or the corresponding clauses of a federal award. This subclause does not apply to any excess due to payments arising from clause 9, Disability Rates, clause 15, Shift Work Allowances for Shift Workers, or clause 18, Sunday and Public Holiday Rates (in respect of work done on Public Holidays) of this award or the corresponding clause of a federal award.

11. Retention of Rate

11.1 Retention of Total Rate - Appointments on or after 29 May 2001

11.1.1 Organisational Change - An employee who is appointed on or after 29 May 2001 to a classification which receives a lower total rate of pay than the classification held immediately prior to the appointment, due to the rationalisation of the Company's operations, the introduction of technological change, or changes in work practices, is subject to the following arrangements:

- (a) Two or more years service - An employee with two or more years' continuous service with the Company, will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
 - (i) In the first and second years after the date of appointment, all changes in the total rate of pay applicable to the previous classification.
 - (ii) In the third year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
 - (iii) No further adjustments are applicable in subsequent years.
- (b) Less than two years service - An employee with less than two years' continuous service with the Company, will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
 - (i) In the first year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.

- (ii) No further adjustments are applicable in subsequent years
- (c) When the total rate of pay of the employee's new classification exceeds the total rate of pay of the previous classification as adjusted under (a) or (b) above, the employee will subsequently receive the total rate of pay of the new classification.

11.1.2 Market Change - An employee who is appointed on or after 29 May 2001 to a classification which receives a lower total rate of pay than the classification held immediately prior to the appointment, due to the market changes affecting the Company's operations is subject to the following arrangements:

- (a) An employee with two or more years' continuous service with the Company, will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
 - (i) In the first year after the date of appointment, all changes in the total rate of pay applicable to the previous classification.
 - (ii) In the second year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
 - (iii) No further adjustments are applicable in subsequent years
- (b) When the total rate of pay of the employee's new classification exceeds the total rate of pay of the previous classification as adjusted under (a) above, the employee will subsequently receive the total rate of pay of the new classification.

11.1.3 Definition of Total Rate of Pay - The "total rate of pay" is calculated by adding the award rate of pay applicable under this award, and the appropriate over-award or bonus payment. The total rate of pay excludes all allowances and penalty rates.

An exception to this is the leading hand allowance. Inclusion of the leading hand allowance into the total rate of pay only applies if an employee has been receiving the allowance for greater than 6 months, but ceases to be entitled to that allowance for reasons outlined in 11.1.1 and 11.1.2 above.

11.2 Retention of Rate - Appointments Prior to 29 May 2001

11.2.1 Where, as a result of the rationalisation of the Company's operations, the introduction of technological change, or changes in work practices, an employee is appointed prior to 29 May 2001 to a classification or classifications which receive lower earnings from the award rate of pay or bonus (or both) than did his or her classification immediately prior to the appointment or the first appointment ("the previous classification"):

- (a) If the employee has two or more years' continuous service with the Company, he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:
 - (i) in the first and second years after the date of an employee's appointment, all changes in the award rate of pay or bonus applicable to the previous classification;
 - (ii) in the third year after the date of appointment, half of any changes in the award rate of pay or bonus applicable to the previous classification;
 - (iii) thereafter, no further adjustments.

Provided that when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or

she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

- (b) If the employee has less than two years' continuous service with the Company he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:
- (i) in the first year after the date of appointment half of all changes in the award rate of pay or bonus applicable to the previous classification;
- (ii) thereafter, no further adjustments.

Provided that when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

11.2.2 Where, as a result of a market change affecting the Company's operations an employee is appointed prior to 29 May 2001 to a classification or classifications which receive lower earnings from the award rate of pay or bonus (or both) than did his or her classification immediately prior to the appointment or the first appointment ("the previous classification"), if the employee has two or more years' continuous service with the Company he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:

- (a) In the first year after the date of his appointment, all changes in the award rate of pay or bonus applicable to the previous classification.
- (b) In the second year after the date of his or her appointment, half of any changes in the award rate of pay or bonus applicable to the previous classification.
- (c) Thereafter, no further adjustments.

Provided that when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

11.2.3 Where an employee, as a result of the circumstances specified in paragraphs 11.2.1 and 11.2.2 hereof, ceases to be entitled to a leading hand allowance, he or she shall (provided he or she had been receiving such leading hand allowance throughout the six months immediately preceding such cessation of his or her entitlement thereto), retain the leading hand allowance to which he or she was entitled immediately preceding such cessation of his or her entitlement subject to the same qualifications and adjustments as are specified in paragraphs 11.2.1 or 11.2.2 hereof in relation to the award rate of pay and bonus in the circumstances which result in the employee ceasing to be entitled to such leading hand allowance.

11.3 Agreement to Buy-out

There is scope for the Company and an employee and his or her union to agree to a one-off payment to buy-out entitlements under subclauses 11.1 or 11.2.

11.4 Definition of Award Rate of Pay

In this clause 11 "award rate of pay" means the applicable:

rate of pay per 38-hour week set out in Table 1 - Restructured Ironworker Rates of Pay, Table 2 - Graded Trades Rates of Pay (excluding tool allowance), Table 5 - Unanderra Coil Processing or Table 6

- Port Kembla Road Transport Facility of Part C - Monetary Rates - Restructured Classifications, of this award; or

base rate or base salary set out in Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, of this award; or

rate of pay per 38-hour week set out in Part D - Appendix - Unrestructured Classifications, of this award.

The award rate of pay excludes all allowances and penalty rates.

12. Time and Payment of Wages

- 12.1 All wages will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.
- 12.2 Each pay period will commence at 7.20 am on Sunday computed from 7.20 am on 1 June 1958.
- 12.3 Any variation of this award expressed to operate from the beginning of a pay period will operate as if each fortnightly pay period comprises two separate weekly pay periods.

DIVISION 3 - HOURS OF WORK

13. Hours of Duty

- 13.1 Full-time Employees - Ordinary working hours will be an average of 38 hours per week over the full cycle of the relevant work roster. Ordinary working hours will not exceed:
- 13.1.1 Eight hours during any consecutive 24 hours, or up to twelve hours during any consecutive 24 hours where there is agreement between the Company and the majority of employees concerned in the relevant work area; or
- 13.1.2 152 in 28 consecutive days;
- except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.
- 13.2 Day Workers -
- 13.2.1 Ordinary working hours will be worked Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm each day.
- 13.2.2 On each day worked, Monday to Friday, inclusive, not less than 30 minutes nor more than 45 minutes will be allowed to Day Workers for a meal and, except in the case of urgent breakdown work necessary to secure an immediate resumption of operations, will be allowed between the hours of 11.30 am and 1.20 pm.
- 13.3 Shift Workers -
- 13.3.1 Twenty minutes will be allowed to Shift Workers each shift for crib which will be counted as time worked.
- 13.3.2 In the case of 12-hour shift systems, two 20-minute crib breaks will be taken approximately four hours apart. Each crib break will be taken in accordance with the needs of the operation and will be counted as time worked.

14. Employees Presenting Themselves for Work and Not Required

Subject to the provisions of clause 32, Contract of Employment, an employee who presents him or herself for ordinary work without notice that he or she will not be required will be paid at least four hours' pay.

DIVISION 4 - SHIFT WORK AND OVERTIME

15. Shift Work Allowances for Shift Workers

15.1 Subject to the provisions contained in this award which provide otherwise, Shift Workers will be paid, in addition to the rates payable under this award, the following shift work allowances:

15.1.1 Shift Workers whilst working rotating shifts (day shift, night shift, afternoon shift), with regular weekly changes - at the applicable rate per 38-hour week as set out in Item 23 of Table 7 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award in respect of all shifts worked.

Exceptions to this are that:

- (a) each such rotating Shift Worker, when engaged under a roster system which does not provide for at least one-third of his or her working time in the full cycle of the roster being on day shift, will be paid an additional shift allowance at the rate per 38-hour week as set out in Item 24 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications in respect of each of any number of afternoon and/or night shifts more than two-thirds of his or her working time in the roster worked by the employee;
- (b) working time on day shift will, if necessary, include shifts rostered off on day shift not exceeding an average over the full cycle of the roster of one per 38-hour week.

15.1.2 Shift Workers whilst working shift work which involves regular weekly changes as follows:

- (a) day shift, night shift;
- (b) day shift, afternoon shift;
- (c) day shift, day shift, afternoon shift;
- (d) day shift, day shift, night shift;

will be paid the applicable amount per 38-hour week as set out in Item 25 of Table 7 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications.

15.1.3 Shift Workers whilst working shift work on shift systems as follows:

- (a) night shift, afternoon shift;
- (b) night shift only;
- (c) afternoon shift only;

will be paid the applicable amount per 38-hour week as set out in Item 26 of Table 7 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications.

15.1.4 Shift Workers who work any afternoon or night shift other than under the shift systems set out in paragraphs 15.1.1, 15.1.2 and 15.1.3 of this subclause, and are not paid in respect of any day shift worked, will be paid at the applicable amount per shift for each afternoon or night shift worked as set out in Item 27 of Table 7 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications.

15.1.5 Each shift allowance prescribed above is on a shift basis the rate being determined in each case by dividing the shift allowance prescribed by five.

15.2 In this clause "night shift" means any shift finishing after 12.00 am and at or before 8.00 am.

15.3 Despite any other provisions of this clause, or clause 16, Saturday Rates for Shift Workers, or clause 18, Sunday and Public Holiday Rates, or clause 19, Night Work for Day Workers and Day Shift Workers, or clause 22, Overtime.

15.3.1 Electrical fitters, electrical mechanics and assistants to electrical tradespersons who are regularly employed in the shipping department, will, while so working on shift work in that department, be paid in respect of ordinary time the following shift work allowances for the shifts specified below:

- (a) on day shifts Monday to Friday - nil;
- (b) on afternoon shifts Monday to Friday - an amount equal to 50% of the award ordinary wage rate;
- (c) on night shifts Monday to Friday - an amount equal to 100% of the award ordinary wage rate.

15.3.2 Such shift allowances will not be paid in respect of any shift for which weekend and public holiday penalty rates are payable or in respect of any overtime shift.

15.3.3 An employee working shift work on Saturdays, Sundays or public holidays, or working overtime, will be entitled to the following wage rates in addition to his or her ordinary wage rates:

- (a) Saturday work - 100%;
- (b) Sunday work - 150%;
- (c) public holiday work - 150%;
- (d) overtime work on other than Sundays and public holidays - 100%;
- (e) overtime work on Sundays and public holidays - 150%.

15.3.4 Any amount prescribed by this subclause will be calculated to the nearest 10 cents, any broken part of 10 cents in the result not exceeding 5 cents being disregarded.

16. Saturday Rates for Shift Workers

Shift Workers who have an ordinary shift rostered on a Saturday will be paid at the rate of time and one-half.

17. Shift Workers Whose Ordinary Working Period Includes Sundays and Public Holidays as Ordinary Working Days

Employees may be required to work seven day shift work to meet the needs of the business. These employees will be required to work Sundays and Public Holidays as ordinary working days.

18. Sunday and Public Holiday Rates

18.1 An employee will be paid at the rate of:

18.1.1 double time for all work done on Sundays;

18.1.2 double time and one half for all work done on the public holidays prescribed in clause 23, Public Holidays.

- 18.2 A shift commencing on a Sunday or Public Holiday will be paid for at the Sunday or Public Holiday rates throughout and a shift which does not commence on a Sunday or Public Holiday, though it extends into a Sunday or Public Holiday, will not carry Sunday or Public Holiday rates for any part of this shift.

19. Night Work for Day Workers and Day Shift Workers

- 19.1 Subject to clause 10, Maximum Payment, but otherwise despite anything contained in this award:

19.1.1 a Day Worker who is required in lieu of ordinary day work; or

19.1.2 a Day Shift Worker who is required in lieu of a day shift on which he or she would ordinarily be rostered, to work at night for periods of not less than a full shift on less than five consecutive nights, or on less than four consecutive nights when the fifth night is his or her 38-hour week rostered off night, will be paid at the rate of time and one half of the ordinary rate of pay for the purpose of clause 6.1, Rates of Pay, or the corresponding clause of a federal award, except:

19.1.3 on Saturdays, Sundays, 38-hour week rostered off days and holidays; and

19.1.4 in respect of any night for which the employee has not been given at least 48 hours' notice,

when the employee will be paid at overtime rates for Day Workers. No shift allowance is payable in respect of night work under this clause.

- 19.2 In this clause "night" means any hours between 3.20 p.m. and 7.20 a.m., and "Day Shift Worker" means a Shift Worker employed on a shift system involving day shift only.

20. Transfer of Day Workers from Day Work to Shift Work

- 20.1 Day Workers may be employed as and become Shift Workers and paid accordingly. The period of transfer will not be less than:

20.1.1 five shifts; or

20.1.2 four shifts when the fifth shift is his or her 38-hour week rostered off shift.

- 20.2 Day Workers should be given at least 48 hours' notice by the Company of the transfer to shift work. If this notice is not given by the Company he or she will be paid at overtime rates for any shift upon which he or she are employed as a Shift Worker under this clause.

21. Transfer of Shift Workers

- 21.1 A Shift Worker who is required to work on a shift he or she would not ordinarily be rostered will be paid at overtime rates for any such shift. This provision does not apply if:

21.1.1 the Shift Worker has been given at least 48 hours' notice of the requirement to transfer; or

21.1.2 the Shift Worker is reverting to the shift on which he or she would ordinarily have been rostered.

22. Overtime

- 22.1 Day Workers - Day Workers for all time worked:

22.1.1 in excess of, or outside the ordinary working hours and time prescribed by this award; or

22.1.2 in excess of five hours without a meal break (except in the case of urgent breakdown work necessary to secure an immediate resumption of operations),

will be paid at a rate of time and one half for the first two hours and at the rate of double time after that.

22.2 Shift Workers - Shift Workers for all time worked:

22.2.1 in excess of the ordinary working shift hours prescribed by this award; or

22.2.2 on more than 11 shifts in 12 consecutive days; or

22.2.3 on a rostered shift off; or

22.2.4 in excess of five and one-half hours without a crib break, will be paid at the rate of time and one half for the first two hours and at the rate of double time after that.

This subclause will not apply when the time is worked:

22.2.5 by arrangement between the employees themselves; or

22.2.6 for the purpose of effecting the customary rotation of shifts.

22.3 General -

22.3.1 Minimum Eight hour rest -

(a) Where overtime work is necessary it should, where reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.

(b) An employee who works so much overtime between the end of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least 8 consecutive hours off duty between those times will, subject to this subclause, be released after the completion of working overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company such an employee resumes or continues working without having had eight consecutive hours off duty, he or she will be paid at double rate until he or she is released from duty for such period and he or she will then be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such period.

If, immediately after taking an eight hour rest period, an employee is required to report for work outside his or her ordinary day or shift commencing time and reasonable means of transport are not available, the Company should convey or supply the employee with transport to work.

22.3.2 Minimum Payment -

(a) a Day Worker, required to work on a Saturday, Sunday, a 38-hour week rostered day off or a Public Holiday; or

(b) a Monday to Saturday Shift Worker required to work on a Sunday, a 38-hour week rostered day off or a Public Holiday,

will be paid for a minimum of four hours' work. Provided that where the actual working time is less than four hours, the working period will not be regarded as overtime for the purposes of subclause 22.3.1.

22.3.3 Rounding Up to Nearest Quarter of an Hour - For the purposes of this clause 22, a fraction of a quarter of an hour of overtime counts as a quarter of an hour if more than five minutes have been worked.

22.3.4 Payment for Call-out - An employee recalled from his or her home to work overtime will be paid for a minimum of four hours' work. If the actual time worked is shorter than four hours the

working period will not be regarded as overtime for the purpose of paragraph 22.3.1 - Minimum eight hour rest. For the purpose of this clause, a recall from home to work overtime takes place when the employee is notified at home of the requirement to return to work. An employee recalled from his or her home to work overtime will, at the employee's option, be provided with a suitable meal free of cost for each normal meal break falling during the overtime for which he or she was called out, or be paid for a meal allowance as set out in Item 28 of Table 7, Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications.

22.3.5 Crib - an employee required to continue at work on overtime for more than one and a half hours after his or her ordinary ceasing time, who was not notified before leaving work on the previous day or shift that he or she would be required to work overtime, may choose to receive either:

- (a) a suitable meal free of cost, and another meal for each subsequent meal break into which the work extends; or
- (b) payment of a meal allowance as set out in Item 28 of Table 7, Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications.

22.3.6 Spoilt Meal - If an employee reports to work on notified overtime to find that he or she is not required to work, or is required to work less than one and a half hours, and he or she has brought a meal to work, he or she is entitled to payment of a meal allowance as set out in Item 28 of Table 7 of Part C - Monetary Rates - Restructured Classifications, as compensation.

22.3.7 Transport Home - Where an employee working overtime finishes work at a time when reasonable means of transport is not available to them, the Company will:

- (a) within a reasonable time transport the employee to:
 - (i) a reasonable distance from his or her home; or
 - (ii) a place to which the employee usually travels by public transport when returning home from work; or
 - (iii) a place from which he or she can, within a reasonable time, obtain public transport to a reasonable distance from his or her home or the place to which he or she usually travels by public transport when returning home from work; or
- (b) pay the employee his or her current rate of pay for the time reasonably occupied in reaching his or her home.

DIVISION 5 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays

23.1 The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, Queen's Birthday, the local Eight Hour Day, Christmas Day and Boxing Day and the picnic day of the Steel Industry Unions, if any, are observed and special days appointed by proclamation as public holidays throughout the State, are to be public holidays.

Day Workers and Monday to Saturday Shift Workers not required to work on a public holiday will be paid for the public holiday at the ordinary rates of pay under clause 6.1, Rates of Pay and clause 8, Special Rates (All Purpose), or the corresponding clause of a federal award, and the applicable bonus.

23.2 This provision for payment does not apply to:

23.2.1 an employee whose rostered shift falls on a public holiday (subject to the provisions of subclause 27.2 of clause 27, Days Added to the Period of Annual Leave or Long Service Leave;

23.2.2 an employee who is absent without leave, or reasonable excuse, on the working day before or after a public holiday.

24. Sick Leave

24.1 Illness or Incapacity - An employee who is absent for his or her ordinary working hours due to personal illness or incapacity, and not due to his or her own serious and wilful misconduct, is entitled to be paid at ordinary time rates of pay and applicable bonus payment for the time of his or her absence, subject to the following:

24.1.1 Worker's Compensation - An employee is not entitled to be paid for an absence of any period for which he or she is entitled to workers' compensation.

24.1.2 Absence Notification - An employee must inform the Company of his or her inability to attend work within 24 hours of the commencement of his or her absence. An employee should state the nature of the illness or incapacity and the estimated duration of his or her absence.

24.1.3 Proof of Absence - An employee must prove to the satisfaction of the Company or, in the event of a dispute, the Industrial Relations Commission of New South Wales that he or she is or was unable to attend for duty on the day or days for which payment under this clause is claimed on account of his or her illness or incapacity.

24.2 Entitlements -

24.2.1 Calculation of Entitlements - An employee is entitled to sick pay for the number of ordinary working hours based on the years of his or her continued employment as follows:

- (a) an employee with less than 1 year's continued employment is entitled to 40 ordinary hours;
- (b) an employee with one or more years' continued employment but less than 10 years' continued employment is entitled to 64 ordinary hours;
- (c) an employee with ten or more years' continued employment is entitled to 80 ordinary hours;
- (d) claimed leave will be deducted from the employee's accrued leave.

24.2.2 Accumulation of Entitlements - Unused sick leave will accumulate each year of continuous employment with the Company, whether under this or any other award. Accumulated sick leave may be used in subsequent years of continued employment subject to the conditions prescribed by this clause. The maximum period of accumulation is 16 years, from the end of the year in which he or she accrued.

24.2.3 Three Months Minimum Service - There is no entitlement to sick leave until an employee has completed 3 months' continuous service.

24.2.4 Continuous Service - For the purpose of this clause, continuous service is considered as not being broken by:

- (a) any absence from work on leave granted by the Company; or
- (b) any absence from work due to personal illness, injury or other reasonable cause which the employee has provided sufficient proof.

These absences will not be taken into account in computing the qualifying period of 3 months.

25. Personal/Carer's 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 subparagraph 25.1.3(b), who needs the employee's care and support, is entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 24, Sick Leave, of this award for absences to provide care and support for such persons when he or she is ill. Such leave may be taken for part of a single day.

25.1.2 The employee will, 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.

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

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a 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
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purpose of this subparagraph:
 - (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.

25.1.4 An employee will, 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 will notify the Company by telephone of such absence at the first opportunity on the day of absence.

25.2 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 25.1.3(b) who is ill.

25.3 Annual Leave -

25.3.1 An employee may elect with the consent of the Company, subject to the *Annual Holidays Act 1944*, 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.

25.3.2 Access to annual leave, as prescribed in 25.3.1, will be exclusive of any shutdown period provided for elsewhere under this award.

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

25.4 Time Off in Lieu of Payment for Overtime -

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

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

25.4.3 If, having elected to take time as leave in accordance with 25.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination of employment.

25.4.4 Where no election is made in accordance with 25.4.1, the employee will be paid overtime rates in accordance with the award.

25.5 Make-up Time -

25.5.1 An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

25.5.2 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.

25.6 Rostered Days Off -

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

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

25.6.3 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.

25.6.4 This subclause is subject to the Company informing each union which is both party to the award and which has members employed at the Works of its intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

26. Annual Leave

26.1 Day Workers and Monday to Saturday Shift Workers - For annual leave provisions see *Annual Holidays Act 1944*.

26.2 Shift Workers under clause 17, Shift Workers Whose Ordinary Working Period Includes Sundays and Public Holidays as Ordinary Working Days:

26.2.1 In addition to the annual holiday of 4 weeks provided by section 3 of the *Annual Holidays Act* 1944 for a year of employment, seven-day Shift Workers under clause 17 are entitled to the additional leave specified below:

- (a) if an employee has worked as a seven-day Shift Worker for the full year he or she is entitled to one week's additional leave;
- (b) subject to subparagraph 26.2.1(d), if an employee has worked as a seven-day Shift Worker for only a portion of the year, he or she is entitled to 1 additional day of leave for every 33 ordinary shifts worked as a seven-day Shift Worker;
- (c) subject to subparagraph 26.2.1(d) an employee will be paid for additional leave at the Annual Leave Rate of Pay, for the number of ordinary hours of work for which the employee would have been rostered for duty during the period of additional leave;
- (d) where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only;
- (e) in this clause, reference to one week and one day includes holidays and non-working days.

26.2.2 Where an employee's employment is terminated and he or she is therefore entitled under Section 4 of the *Annual Holidays Act* 1944, to payment in lieu of an annual leave with respect to a period of employment, he or she is also entitled to an additional payment of 3 hours at the Annual Leave Rate of Pay for each 21 shifts of service as a seven-day Shift Worker which he or she worked during his or her period of employment.

26.3 Monday To Saturday Shift Workers Who Are Regularly Rostered For Duty On Saturdays As Ordinary Working Days - In addition to the annual holiday of 4 weeks provided by Section 3 of the *Annual Holidays Act* 1944 for a year of employment, Monday to Saturday Shift Workers who are regularly rostered for duty on Saturdays as ordinary working days are entitled to the additional leave specified below:

26.3.1 For every 13 Saturdays upon which an employee worked an ordinary shift as a Monday to Saturday Shift Worker who is rostered for duty on Saturdays as ordinary working days, is entitled to 1 day additional leave for that year.

26.3.2 Where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only.

26.3.3 The additional entitlements under this subclause will apply only to leave which becomes fully due on or after 23 September 1980.

26.4 All employees - Annual Leave Loading -

26.4.1 An employee will be paid a loading of 20%, for the period of his or her annual leave calculated on the less of:

- (a) his or her ordinary pay pursuant to the *Annual Holidays Act* 1944, and where applicable, his or her Annual Leave Rate of Pay pursuant to this clause and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, or
- (b) the sum of:
 - (i) the employee's award rate of pay for ordinary time at the commencement of his or her annual leave as prescribed for the purpose of clause 6, Rates of Pay, and

- (ii) the employee's applicable bonus payable at the commencement of his or her annual leave; and
- (c) provided that an employee who would have worked on shift work had he/she not been on annual leave will be paid whichever is the greater of:
 - (i) the loading; or
 - (ii) the shift work allowances specified in clause 15, Shift Work Allowances for Shift Workers, and the weekend penalty rates specified in clause 16, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 18, Sunday and Public Holiday Rates, that would have been payable to the employee in respect of ordinary time during his or her period of annual leave had he or she not been on annual leave.

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

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

- 27.1 Seven-day Shift Workers - A seven-day Shift Worker under clause 17, whose working period includes Sundays and Holidays as ordinary working days is entitled to 1 added day of annual leave or long service leave, if a public holiday prescribed in clause 23, Public Holidays, falls within the period of leave.
- 27.2 Rostered Off Duty - An employee who is rostered off duty on a day which is a public holiday prescribed by this award and who is not required to work on that day will:
- 27.2.1 By mutual consent, be paid, in the pay for the period in which the public holiday falls, for the public holiday at the rate payable pursuant to subclause 23.1, Public Holidays, or
- 27.2.2 have 1 day added to his or her annual leave period
- This subclause does not apply when the public holiday falls:
- 27.2.3 on a Saturday or Sunday, except in the case of employees employed as seven-day Shift Workers under clause 17; or
- 27.2.4 on a Sunday in the case of employees employed as Monday to Saturday Shift Workers who are regularly rostered for duty on Saturdays as ordinary working days.
- 27.3 Rate for Added Days - Any day or days added in the case of annual leave will be paid for at the Annual Leave Rate of Pay. Any day or days added in the case of long service leave will be paid at the long service leave rate of pay.
- 27.4 Discharging Added Days - Any day or days added in accordance with subclause 27.1 or 27.2, will be the working day or working days immediately following the period of annual leave to which the employees are entitled under clause 26, Annual Leave, or clause 28, Long Service Leave.
- 27.5 Definition of Working Days - For the purposes of subclause 27.4, "working days" will be:
- 27.5.1 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a Day Worker - any day of the week including a day on which employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a public holiday prescribed by this award.
- 27.5.2 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a Monday to Saturday Shift Worker - any day of the week other than a Sunday or a

public holiday prescribed by this award including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave.

27.5.3 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a seven-day Shift Worker under clause 17, any day of the week including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave.

27.6 Termination Payment - Where an employee's employment has been terminated and he or she becomes entitled, under Section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, he or she is also entitled to an additional payment for each day accrued to them under subclause 27.2 at the Annual Leave Rate of Pay.

27.7 Seven-day Shift Workers - An employee who is employed as a seven-day Shift Worker who:

27.7.1 has a day added to his or her annual leave pursuant to subclauses 27.1 and 27.2; and

27.7.2 such a day falls on a public holiday prescribed by clause 23, Public Holidays, on which the employee would have been rostered to work an ordinary shift were it not for his or her entitlement to an added day,

will be paid for such day, in addition to his or her entitlement under subclause 27.3, at the rate prescribed by subclause 23.1 of clause 23, Public Holidays.

28. Long Service Leave

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

28.2 Despite the *Long Service Leave Act 1955* the award rate element of ordinary pay for long service leave will be either:

28.2.1 the rate determined in accordance with the *Long Service Leave Act 1955*; or

28.2.2 the rate applicable to the employee at the commencement of his or her long service leave entitlement,

whichever is the greater.

28.3 An employee is entitled to have all days which are prescribed as Public Holidays by clause 23, Public Holidays, treated as days appointed by the Governor as public holidays for the purposes of the application to him or her of Section 4 (4A) of the *Long Service Leave Act 1955*.

28.4 Accrual of Long Service Leave from 13 May 2002.

28.4.1 With effect from the beginning of the first pay period on or after 13 May 2002, long service leave shall accrue at the rate of 13 weeks leave after 10 years continuous service.

28.4.2 This rate of accrual is not retrospective and applies only to leave accruing after the commencement of the new rate of accrual as specified in subclause 28.4.1.

28.4.3 An employee who has completed with the Company at least 5 years service, and whose services are terminated by the Company for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will be paid out their accrued long service leave entitlement.

28.5 Inclusion of shift payments after 1 January 2006:

- 28.5.1 The inclusion of shift payments (ie. as provided for in clauses 15, 16, 17 and 18 of this award) in the payment for long service leave actually taken by shift workers, will apply to long service leave taken on or after 1 January 2006.
- 28.5.2 For all shiftwork employees who are paid on an annualised salary basis, in place at the time of making this award arrangements for long service leave which provide for the inclusion of the additional hours component being paid for long service leave will cease and that payment will be substituted by the normal shift payments that would have been paid to the employee had the employee been at work, and not on long service leave.
- 28.5.3 Provided that, notwithstanding 28.5.1 and 28.5.2, Monday to Friday shiftworkers in receipt of an annualised salary at the time of the making of this award which is inclusive of an 'additional hours' component will continue to receive the additional hours component in lieu of the shift payments referred to in 28.5.1 and 28.5.2.
- 28.5.4 The application of shift payments to long service leave entitlements does not apply where the long service leave is taken as part of an employee's resignation/retirement arrangement.
- 28.5.5 Long service leave that is paid out on termination of employment will be paid at the base 38 hour week rate.
- 28.5.6 Arrangements made for the taking of long service leave will be subject to the approval of the Company.

29. Jury Service**29.1 An employee required to attend jury service:**

29.1.1 during his or her ordinary working hours; or

29.1.2 immediately following an ordinary night shift or immediately before an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift, will be reimbursed by the Company the difference between the amount paid to them by the Court for his or her attendance for jury service and his or her ordinary time rate of pay and applicable bonus for the period he or she would have worked had he or she not attended for jury service.

29.2 An employee must notify the Company as soon as possible of the date upon which he or she is required to attend for jury service.

29.3 An employee must give the Company proof of his or her attendance, the duration of such attendance, and the amount received from the Court in respect of the jury service.

30. Compassionate Leave

- 30.1 Entitlement - An employee, other than a casual employee, will be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 30.3 of this clause. In addition to the ordinary time rate of pay, the employee will be paid the amount of over award or bonus he/she would have otherwise received during ordinary working hours.
- 30.2 An employee is not entitled to compassionate leave if the period of leave coincides with any other period of paid leave.
- 30.3 Compassionate leave will 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 (b) of paragraph 25.1.3 of subclause

- 25.1 of clause 25, Personal/Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 30.4 Compassionate leave may be taken in conjunction with other leave available under subclauses 25.2, 25.3, 25.4, 25.5 and 25.6 of the said clause 25. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 30.5 Notification - The employee must notify the Company as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.

31. Parental Leave

For parental leave provisions refer to Part 4, Parental Leave, of Chapter 2, Employment, of the *Industrial Relations Act* 1996, as amended from time to time.

DIVISION 6 - EMPLOYMENT RELATIONSHIP

32. Contract of Employment

- 32.1 Weekly Employment - Employment will be on a weekly basis, subject as provided for elsewhere in this award.
- 32.2 Probation - Employees will be on probation for the first 3 months of his or her employment. Employment will be on a daily basis at the weekly rate fixed and may be terminated for the first week at a day's notice and subsequently, may be terminated on one week's notice, or by the payment in lieu or forfeiture of 1 week's wages, as the case may be.
- 32.3 Termination - Subject to subclause 32.2, Probation, and 36.3.2, Summary Dismissal, employment may be terminated by 1 week's notice on either side, given at any time during the week, or by the payment or forfeiture of 1 week's wages, as the case may be. Where an employee has given notice, or has been given notice by the Company, he or she will, upon request, be granted leave of absence without pay for 1 day or shift during the period of notice in order to look for alternative employment.
- 32.4 Performance of Work - Employees must perform such work as the Company may, from time to time reasonably require. An employee who does not perform or attend for his or her duty will lose his or her pay for the actual time of non-attendance or non-performance, except as provided by clause 24, Sick Leave.
- 32.5 Deduction of Pay for Non-work - This clause does not affect the right of the Company to deduct payment for any day during which an employee cannot be employed usefully because of any strike, or through any breakdown of machinery, or due to any cause for which the Company reasonably cannot be held responsible.

33. Requirements to Work in Accordance with the Needs of the Industry

- 33.1 Overtime - For the purpose of meeting the needs of the industry, the Company may require an employee to work reasonable overtime, including work on a Sunday and a public holiday, at the rate prescribed by this award. Unless reasonable excuse exists, the employee will work in accordance with this requirement.
- 33.2 Change of Shift System - Subject to clause 20, Transfer of Day Workers from Day Work to Shift Work, and clause 21, Transfer of Shift Workers, for the purpose of meeting the needs of the industry the Company may require any employee to transfer from one shift system to another shift system prescribed by this award at the applicable rate. Unless reasonable cause exists, an employee will work in accordance with this requirement.

34. Termination of Employment Due to Retrenchment or Redundancy

34.1 Retrenchment -

34.1.1 Application - This subclause 34.1 applies to collective dismissals by way of retrenchment, whether made at the same time or over a period of time and where the dismissals relate to circumstances affecting the Company's enterprise and not to the conduct of the employees. It does not apply to the termination of employment on account of the introduction of mechanisation or technological change.

34.1.2 Informing Unions and Employees Affected - The Company is obliged to inform the union parties to this award, and the Company's employees who may be affected by any retrenchments, of the facts and circumstances of the proposed retrenchments as soon as the Company becomes aware that the retrenchments are necessary.

34.1.3 Notice of Termination - Despite any other provision of this award, an employee being dismissed will receive four weeks' written notice of dismissal, or four weeks' pay in lieu of notice given. 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. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

34.1.4 Leave to Seek Alternative Employment - If an employee is required to work out his or her 4 weeks' of notice, the employee is entitled to 1 day's leave with pay in each of the 4 weeks to enable him or her to look for alternative employment. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

34.1.5 Severance Payment - An employee is entitled to a severance payment as follows:

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

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

- (b) Where an employee is 45 years 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

A week's pay refers to the award wage, plus applicable over award or bonus. Pay does not include shift work allowances, weekend penalties or overtime.

34.1.6 Less than Twelve Months Service Not Entitled - Employees retrenched who have less than 12 months continuous service, are not entitled to severance pay under this subclause.

34.2 Mechanisation or Technological Change -

34.2.1 Application - This subclause 34.2 applies despite the provision of clause 32, Contract of Employment, where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry covered by this award, the Company proposes to terminate the employment of an employee.

34.2.2 Notice of Termination - An employee covered by this subclause will be given three months' notice of the termination of his or her employment. If the employment of an employee is terminated and the Company fails to give such notice in full:

- (a) The Company will pay the employee at the ordinary rate of pay for the employee's classification for a period equal to the difference between three months and the period of the notice given; and
- (b) The period of notice required by this paragraph is deemed to be service with the Company for the purpose of the *Annual Holiday Act 1944* and the *Long Service Leave Act 1955* or any Act amending or replacing either of those Acts.

34.2.3 Less than 12 Months Service Not Entitled - Employees who have less than 12 months continuous service, are not covered by this subclause.

34.2.4 Dismissal for Other Reasons Not Prejudiced - The right of the Company to dismiss an employee for reasons specified in clause 32, Contract of Employment and subclause 36.3.2, Summary Dismissal, is not prejudiced by the fact that the employee has been given notice under this subclause of the termination of his or her employment.

34.3 Other Matters

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

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

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

34.3.4 Alternative employment - Subject to an application by the Company and further order of the Industrial Relations Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 34.1.3 above if the Company obtains acceptable alternative employment for an employee.

34.4 Security for employees affected by workplace change

34.4.1 Security of employment is important for improving working relationships, trust and cooperation with change. The parties do not want an environment where everyone is working in fear of losing their employment. The parties want an environment where people focus on doing their jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security can

- only be achieved by successful business performance. Working together in implementing change and improvement will maximise the security for everyone.
- 34.4.2 The parties recognise that sustained security of employment can only be based on long-term business success and the parties commitment to the development and achievement of the Companies' business plans.
- 34.4.3 While workplace change, new technologies and changes in operations will be ongoing and may lead to employees being made surplus, every opportunity will be taken to effect changes through voluntary means and natural attrition.
- 34.4.4 Subject to the terms of this Award, employment security is provided for the period of this Award subject to the provisions of this clause and the implementation of actions and undertakings provided for in this Award. Where employees are made surplus, the relevant Union/s will be advised and the following principles will apply:
- (a) Where suitable positions are available:
- An employee can reject two positions that become available.
- The next suitable position must be accepted by the employee.
- Employees will remain in their current Department whilst awaiting a new position.
- (b) Where only one suitable position is available:
- There will be situations where individuals are only offered one suitable position, because of the employee's particular skills and abilities. In these cases, the employee will transfer to where their skills and abilities can be used.
- (c) Where no suitable positions are available:
- Each employee will be managed on a case by case basis. Employees will be required to participate in a career transition, retraining, job search or outplacement programs sponsored by the Company to maximise opportunities for alternative employment recognising that employees cannot be maintained as surplus indefinitely.
- 34.4.5 Where the above provisions have been met and an employee remains unplaced in the long term, the Company will meet with the employee and his or her union representative to determine what options are available for that employee.
- 34.4.6 The extension of employment security under the above arrangements requires that displaced employees take responsibility for their future and genuinely seek new positions and opportunities.
- 34.4.7 Any difficulties or issues arising out of the procedures described in this clause will be discussed with the involvement of the relevant Union where appropriate and will be dealt with in accordance with the dispute resolution procedures in clause 36 of this Award.
- 34.4.8 Major closures or significant unexpected events will be treated as special cases and will be discussed separately in advance of the event.
- 34.4.9 Changes to work arrangements can result in people having to move to different shifts which provide lower ordinary time earnings. When this happens, employees will be given reasonable notice so that they have time to adjust their financial situation to suit. These arrangements do not apply to roster changes, which are driven by normal market fluctuations.

- 34.4.10 Nothing in this clause affects the right of the Company to dismiss an employee lawfully for misconduct or other circumstances unrelated to the employee having become redundant.

35. Anti-Discrimination

- 35.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 35.2 It follows that in fulfilling his or her obligations under the dispute resolution procedure prescribed by clause 36, Procedure for Resolving Claims, Issues and Disputes of this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 35.3 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.
- 35.4 Nothing in this clause is to be taken to affect:
- 35.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 35.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 35.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 35.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 35.5 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.

36. Procedure for Resolving Claims, Issues and Disputes

- 36.1 Introduction
- 36.1.1 The procedures set out in this clause shall be applied by the parties for the purpose of pursuing claims, resolving issues and disputes and avoiding industrial action.
- 36.1.2 The provisions of this award in relation to the Regulation of Disturbances to Production and Supply shall apply to all disputes involving a stoppage of work by employees.
- 36.1.3 The procedure set out in clause 36.2 shall apply to all issues other than:
- (a) Claims, issues or disputes relating to genuine safety matters. In such matters the Company will undertake immediate investigations including discussions with the employee(s) and/or delegate(s) and/or official(s) of the union(s) involved. As necessary the appropriate government authority will be involved.
 - (b) for issues relating to the stand down of employees or cases of summary dismissal in which case the procedure set out in clause 36.3 shall apply; and
 - (c) for the introduction of change, including outsourcing (as defined in clause 36.4.2), the procedure set out in clause 36.4 shall apply.

36.1.4 Definitions - For the purposes of clause 36.2 and clause 36.3 the following definitions shall apply:

"Superintendent" includes:

- (a) any officer with authority higher than that of a superintendent;
- (b) any officer acting as a superintendent's deputy in the absence of a superintendent; and
- (c) in a department where there is no officer with the title of superintendent the supervisor who is in charge and in his or her absence his or her deputy.

"Department" includes a section of the plant called a "department" and any other separately administered section of the plant.

"Group standing down" means the standing down of a group of not less than four employees who have refused duty or who have committed misconduct whilst acting in concert.

36.2 Procedure for Resolving Claims, Issues and Disputes

36.2.1 Introduction - The parties intend that the level of direct action in the Company's operations, particularly strikes, be greatly reduced in order to provide a basis for a reduction of the ordinary weekly hours of work in the steel industry to 38 and to minimise contraction of the industry's operations.

To enable claims, issues and disputes to be progressed while work proceeds normally the following procedure will apply:

- (a) Departmental Claims, Issues and Disputes -
 - (i) Employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If the reply cannot be given by the end of the next ordinary working shift, a progress report will be given.
 - (ii) Failing agreement, employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the superintendent or deputy. The superintendent or deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If a reply cannot be given by the end of the superintendent's or deputy's next ordinary working day a progress report will be given.
 - (iii) Failing agreement, employee(s) and/or delegate(s) and/or official(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Department. The claim, issue or dispute and all relevant circumstances relating to it will then be fully reviewed by the management of the Company and by the union(s) involved and all reasonable steps will be taken in an endeavour to resolve the matter.
 - (iv) Failing agreement, the claim, issue or dispute will be referred to the appropriate industrial relations tribunal.
- (b) General Claims, Issues and Disputes -
 - (i) The official(s) and delegate(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Department, which will take all reasonable steps to reply as soon as possible.

- (ii) Failing agreement, the claim, issue or dispute will be referred to the appropriate industrial relations tribunal if the union(s) wants to pursue it further.

36.2.2 Other Rights and Duties - The provisions of this clause will not affect in any way any other rights and duties of any party to this award pursuant to the *Industrial Relations Act 1996* or any other Act or at common law in relation to any matter.

36.2.3 Review of Procedure - The operation of this clause will be jointly reviewed by the parties at regular intervals.

36.3 Stand Down of Employees and Summary Dismissal

36.3.1 Stand Down - The Company has the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee. The Company may deduct payment for any day or portion of a day during which the employee is stood down, subject to the following:

- (a) Investigation - No employee may be stood down before an adequate investigation of the circumstances of the alleged offence has been made or before the employee has had an opportunity to state his or her case and present witnesses to the facts. This does not apply in the case of a group standing down.
- (b) Only Superintendent May Stand Down - Only the employee's superintendent may make a decision as to the standing down of the employee when the superintendent is on duty.
- (c) Limited Ability of Supervisor to Stand Down - The right of the employee's supervisor to stand down an employee is limited to situations where the employee's superintendent is not on duty. The supervisor can only stand down an employee for a period not exceeding the balance of the shift, and only in cases where the employee refuses duty or where the supervisor reasonably is of the opinion that the continued presence of the employee on the plant would be likely to:
 - (i) constitute a hazard either to that employee or to other employees, or to plant and equipment; or
 - (ii) interfere with normal and orderly functioning of the Company's operations; or
 - (iii) be prejudicial to discipline.
- (d) Superintendent Interview Following Supervisor Standing Down - Where a supervisor stands an employee down, the supervisor will arrange for the employee to be interviewed by the superintendent not later than the commencement of the employee's next rostered shift of duty or another mutually arranged time. The superintendent, after reviewing the case, must inform the employee of his or her decision on the matter.
- (e) Appeal - An employee is entitled to appeal to the relevant Company human resources representative for his or her department, against any decision of a superintendent. Despite the appeal, the superintendent's decision takes effect pending the determination of the appeal.
- (f) Working in Other Departments - If an employee is working in a department other than his or her normal department, the employee may be stood down by the appropriate supervisor for that department, subject to the other part of this clause.

36.3.2 Summary Dismissal - This clause does not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct. Where an employee is summarily dismissed, wages will be payable up to the time of dismissal only, subject to the following:

- (a) Investigation - No employee may be dismissed without notice before an adequate investigation of the circumstances of the alleged offence has been made.
- (b) Only Superintendent May Dismiss - Only the employee's Superintendent may make a decision to dismiss the employee without notice.
- (c) Must State Reasons for Dismissal - When a Superintendent decides to dismiss an employee without notice the Superintendent must give the employee the reasons for the dismissal without notice.
- (d) Contesting Dismissal - If immediately following a dismissal without notice the dismissed employee, or the employee's delegate, tells the Superintendent that the dismissal will be contested:
 - (i) the dismissal will take effect seven calendar days from the time that the employee was told of his or her dismissal; and
 - (ii) during these seven calendar days, despite the provisions of subclause 36.3.1, the employee will be stood down without pay.

36.4 Introduction of Change Including Outsourcing

36.4.1 Principles concerning the management of change

The parties agree to the following key principles concerning the management of change:

- (a) The parties recognise and accept that change is an inevitable and increasingly necessary part of the steel industry;
- (b) Change must be ongoing to ensure that the Company remain viable and employee expectation concerning security of employment can be satisfied;
- (c) In considering the desirability and business case for any proposed change the tests to be applied are requirements for the change to be:
 - safe;
 - efficient;
 - legal; and
 - fair.
- (d) The parties commit to consult and abide by the dispute settling procedures provided in this Award in the event that proposed changes are not agreed. In support of this commitment there will be both detailed communication and strong reinforcement by the Company and Unions in respect of these procedures. Subject to any disagreement being dealt with in accordance with agreed procedures, and in the case of significant change 36.4.3, the change will be able to be implemented.
- (e) All parties share an intent that there be "zero industrial action" and to that end will actively ensure that employees, delegates and officials will, on each and every occasion where a dispute arises and is not resolved, follow the applicable dispute settling procedure and not take industrial action.

36.4.2 Processes for introduction of Change

- (a) Where changes are "significant in nature", as defined in this subclause, they shall be the subject to the processes set out in 36.4.3.
- (b) Changes which are not "significant in nature" shall be introduced in accordance with the principles set out in subclause 36.4.1 and the provisions of the Award. Disputes in

relation to such changes shall be dealt with in accordance with the procedures for resolving claims, issues and disputes provided in the Award.

- (c) A change is "significant in nature" for the purposes of this clause if the change will have substantial effects on:
- (i) the composition, operation or size of the workforce in a section or department of the operations of the Company;
 - (ii) the skills required of employees;
 - (iii) the availability of job opportunities for employees;
 - (iv) the opportunities for promotions of employees;
 - (v) the security of employment of employees;
 - (vi) the hours of work of employees;
 - (vii) the location of work of employees;
 - (viii) shift pattern changes; and
 - (ix) outsourcing of work (meaning the engagement on a permanent basis of another organisation to perform work which has previously been performed by employees of the Company. In this respect outsourcing differs from the use of contractors to meet intermittent work load requirements or to provide specialist skills on a short term or as needs basis).
- (d) Where a change is otherwise provided for in this Award it will not be regarded as significant in nature for the purposes of this clause.

36.4.3 Processes for introducing change which is significant in nature and for resolving associated issues and disputes

- (a) The provisions of this subclause set out the terms and order of the procedure which shall govern the introduction and management of change which is significant in nature.
- (b) A change will be determined to be significant where it meets the definition as set out in clause 36.4.2(c).
- (c) Consultation will commence in relation to workplace change as defined when:
- (i) The Company has developed an idea regarding a workplace change that, if implemented, would result in a change which is significant in nature, and
 - (ii) The idea has been developed sufficiently as to justify the time and effort required to allocate resources and to develop a working proposal, and
 - (iii) A "Task Brief" has been prepared in at least broad terms that includes the:
 - objectives of the change;
 - issues that may arise if the change was progressed to implementation;
 - criteria for appraisal of the idea;
 - impact the idea may have on employees, customers and the business; and

milestones in the review process.

- (d) Consultation will commence with a notification in writing to employees and their unions (letter 1) as to the broad objectives of the change and the possible effect the change is likely to have on employees.
- (e) Consultation is the process through which employees contribute to problem-solving and decision making. It provides for employee and union input before Company management finally decides on action affecting its employees.
- (f) Employees and their unions will be provided with the opportunity to comment and input into the proposed change. This will not limit any party from proposing alternative ideas that may result in the objectives of the business being achieved.
- (g) Following consideration of all aspects of the change, including consultation with employees, the Company will advise employees and the relevant unions in writing (letter 2) as to whether or not the Company will proceed with the introduction of the change. The advice will include:
 - (i) confirmation on the introduction of the change (as finally determined) and the nature of that change;
 - (ii) the date of the introduction of the change;
 - (iii) the impact the change will have on employees; and
 - (iv) what steps are to be put in place to manage the impact that the changes will have on employees.
- (h) The consultation process will conclude upon any party to the process declaring to the other parties in writing (letter 3) that it regards the consultation process as exhausted or; an agreement is reached between the parties to the consultation on a settlement to the issues or, notification is made under the Act of an industrial dispute as to the change. The consultation process must be comprehensive and genuine and may be reconvened by direction of the Commission in dispute resolution proceedings, if it has been shown to be prematurely concluded.

A decision by employees or the unions not to participate in such discussions brings to an end the consultation process.
- (i) Where agreement is reached as to a change, the change is to be implemented immediately and the parties are to promptly record the terms of the agreement in writing.
- (j) Where the consultation process concludes upon a party declaring to the other parties that it regards the consultation process as exhausted, and there is disagreement as to the change proposed, the change may be implemented forthwith unless a party to the consultation process gives notice to the other parties that it disputes the implementation of the change, and in that case the status quo will apply. Notice of disputing a change must first be provided to the other parties verbally within 24 hours after the declaration that the consultative process is exhausted, and followed up by written notice in accordance with 36.4.3(k).
- (k) For written notice in accordance with 36.4.3(j) to be effective, it must be served on the other parties within 5 working days after the declaration that the consultative process is exhausted. The written notice must set out:
 - (i) details of the particular objection(s) to the change; and

- (ii) whether steps have been, or will within 24 hours be taken by that party to refer the matter to the Commission.
- (l) There must be no industrial action whilst these procedures, including status quo where applicable in this clause, are followed, and subject to further discussions between the parties, the matter will be referred to the Commission.
- (m) The status quo will not apply in the following circumstances:
 - (i) where written notice has not been given in accordance with 36.4.3(k), unless otherwise excused by the Commission; or
 - (ii) where the party placing the matter in dispute does not genuinely participate in the consultation process; or
 - (iii) the closure of sections of plant, not including outsourcing; or
 - (iv) to prevent or delay capital investment and the introduction of new technology.
- (n) The status quo will lapse in the event of industrial action over the proposed change.
- (o) The status quo may be altered by recommendation or direction of the Commission in proceedings pursuant to section 130 of the Act, or as the outcome of arbitration by the Commission.
- (p) For workplace change, (including the number or composition of employees engaged on any task), the consultation process may provide for the change to be introduced on a trial basis by agreement. There should be discussion between the parties as to how the trial arrangements should be implemented. An appropriate monitoring system will be established to ensure that the proposed changes are safe, efficient, legal and fair. The period of the trial will be determined in advance, with a return to the status quo in the event that it is shown that the trial fails the safe, efficient, legal and fair test.
- (q) Where an issue associated with a change concerns the interpretation or application of an existing provision of the Award, the status quo shall prevail until the matter is agreed or is the subject of interpretation by the Commission. No industrial action shall occur in relation to such a dispute.
- (r) Nothing in this agreement detracts from the operation of the Act with respect to the settlement of industrial disputes.
- (s) Definition:

For the purposes of clause 36.4, the term Workplace Change does not include:

Matters that involve the requirement for employees to work in accordance with the reasonable direction of the Company; normal day to day operations and work within the employee's recognised skills, competence, training and safe working practices.

Company decisions regarding significant capital investment, business growth etc. In these circumstance the Company to provide the information in writing to employees and their unions as referred to in points (i) to (iv) of clause 36.4.3(g).

36.4.4 Nature of Consultation

Consultation involves:

- (a) All parties (management, employees and Unions) being prepared to put forward considered views in respect of desired improvements and alternatives as to how such improvements could be achieved;

- (b) An opportunity being given to all affected parties to fully understand the nature and impact of those views before any final decision on implementation of changes is made by the Company;
- (c) Fair consideration being given to the issues and concerns raised by the parties before any final decision on implementation of change is made.

37. Regulation of Disturbances to Production and Supply

37.1 Objects of this Clause

- 37.1.1 One of the key pillars that supports the ability of the Company to have an effective and efficient business is the ongoing compliance by the parties and all employees with the obligations in this clause in respect of hot metal arrangements and meeting urgent customer needs.
- 37.1.2 The commitment and compliance with the obligations prescribed in this clause are significant in that they recognise the paramount importance of satisfying the Company's customers each and every day and the close linkage between customer satisfaction, business performance and employment security. In addition they recognise the importance of protecting the security and integrity of the Company's assets and not wastefully destroying product.
- 37.1.3 The parties recognise that to achieve these goals and maintain secure employment, they must manage their differences without allowing these differences to result in the destruction of product or major disruption to the Company's customers.
- 37.1.4 The parties understand that only by satisfying customers and developing markets can the Companies deliver the desirable benefit of ongoing security of employment.
- 37.1.5 The obligation to comply with the arrangements contained in this clause in respect of hot metal and meeting urgent customer needs does not restrain, or seek to restrain, the taking of industrial action which does not result in non-compliance with those obligations. The parties are however committed to working together to provide a workplace where issues are resolved without recourse to industrial action.
- 37.1.6 The obligations imposed by this clause apply to all parties and all employees at all times, regardless of the reasons for or the nature or the extent of industrial action (i.e. whether limited to a particular part or parts of the Company's operations or involving the whole of such operations).
- 37.1.7 The obligations imposed by this clause require that employees covered by this Award perform as directed the necessary work (for the purposes of this clause) which is part of their usual duties and are not to be taken as requiring 'staff' employees to undertake such work instead of employees covered by this Award.
- 37.1.8 The hot metal arrangements provided for in this clause are designed to preserve the interests of those engaged in the taking of industrial action by requiring that the Company not deal with slabs produced (in the sense of further processing and despatching the slabs) until the industrial action ceases except as provided for in subclause 37.3.6.
- 37.1.9 Similarly, the proposal for the meeting of urgent customer needs does not require all product to be distributed but rather only that part of it requiring urgent dispatch and subject to the provision of information and appropriate consultation as specified in this clause.

37.2 Compliance with this Clause and Linkage with Employment Security

- 37.2.1 There must be strict compliance by all parties with the terms of this Award concerning hot metal arrangements (subclause 37.3) and meeting urgent customer needs (subclause 37.4) during the course of any industrial action. There must be no breaches of these provisions.

- 37.2.2 The taking of steps during the course of any industrial action in breach of these requirements would be a serious matter and one requiring significant and urgent attention in any dispute resolution processes. Any breach would be a paramount consideration for the Commission in the exercise of its powers under the Act as to industrial disputes.
- 37.2.3 A breach of the provisions concerning hot metal arrangements (subclause 37.3) and meeting urgent customer needs (subclause 37.4) may result in the removal (in part or whole) of the employment security provisions specified in clause 34.4 of this Award. Any such removal shall not relieve the employees concerned of their obligations to comply with the requirements of this clause 37.
- 37.2.4 An application to remove the benefits of security of employment from any employees may be made by the Company by notification under the Act of an industrial dispute. The Company shall bear the onus of making out a case for such removal. The determination of such an application shall be governed by the considerations referred to by the Commission in the Recommendation of Walton J – Vice President, dated 13 May 2002, particularly at paragraph 95. The Commission's determination shall be binding on the parties.

37.3 Hot Metal Arrangements

- 37.3.1 Plant operations will continue at normal production rates unless there is industrial action, which extends more than 8 hours, in one of the following major departments and where that action would prior to the BHP Steel Port Kembla Operations Enterprise Agreement 2002 have resulted in the dumping of hot metal.

The major departments are: Blast Furnaces, Rail Operations, BOS and Slab Caster.

- 37.3.2 Recognising that this provision is designed to avoid destruction of product and not to retain normal operations in the event of industrial action in one of the above areas, the Blast Furnaces will, where the industrial action in one of the major departments referred to in subclause 37.3.1 runs for more than 8 hours, operate at a reduced level. That level will be nominally 90% of full production level – that being the level necessary to maintain stable furnace operations and to return to normal operating levels immediately after the industrial action.
- 37.3.3 All iron that is at the BOS at the time the industrial action commences will be processed as normal, provided that two (2) hours after the provision of notice to the Company that the industrial action has commenced, the provisions of subclause 37.3.6 shall apply.
- 37.3.4 Slabmaking operations will be sufficient to ensure that there is no hot metal dumped as a result of industrial action. Generally it is expected that this will require consistent 2-machine casting on any 2 machines as may be required. It is noted that, where possible, generally No. 2 and No. 3 machines would be utilised.
- 37.3.5 Slabs will be processed to the extent necessary to ensure the integrity of the product.
- 37.3.6 Subject to subclauses 37.3.3, 37.3.5 and 37.3.7 all slabs produced during the course of industrial action shall be stored at locations selected by the Company and will not be further handled, dispatched or processed until the actual cessation of the industrial action, provided that slabs shall be further handled (but not dispatched or processed) to the extent necessary for reasons of safety or to enable effect to be given to the objects of this Clause and the requirements of this subclause 37.3.
- 37.3.7 Slabhandling operations will ensure that slab is stacked in the Slab Yard or as directed by the company in an efficient and effective way. Where the industrial action is in the Slab Yard area, slab will still be produced and that slab will be stacked and stored in an effective and efficient way as directed by the Company.

- 37.3.8 The parties' commitment to "no dumping of iron" requires that support functions necessary to sustain the safety and operating integrity of the blast furnaces, however provided, will continue through the industrial action.
- 37.3.9 No employee or union will direct or encourage any employee or contractor in an associated area to take action that may have the effect of circumventing the intent and operation of these arrangements – namely that Blast Furnaces continue to operate and hot metal is not dumped in the event of industrial action.
- 37.3.10 The Company shall provide the Unions each day with a list of the location of all slabs stored in accordance with these hot metal arrangements during the course of industrial action.

37.4 Meeting Urgent Customer Needs

- 37.4.1 To satisfy the requirements of the customers of the Company, the parties are committed to ensuring that the urgent needs of customers are met throughout the period of any industrial dispute.
- 37.4.2 In recognising that the Company's customers are a key foundation of the Company's business, the parties commit to the principle that all disputes and issues will be resolved in accordance with the applicable dispute resolution procedures and without recourse to industrial action that would adversely impact on those customers.
- 37.4.3 In the unlikely event of industrial action occurring, the parties will, before such action commences, and on an ongoing basis as necessary during such action, hold discussions in relation to production or maintenance work that is necessary to enable genuinely urgent customer requirements to be met. So far as practicable, prior to the taking of industrial action and (on all occasions) progressively, as necessary, during such action the relevant union delegate(s) and the relevant Company representatives will meet and confer immediately and on an ongoing basis to manage the supply of product to avoid stocking out of customers.
- 37.4.4 The Company's customer service or logistics representative will identify product that is required to maintain a customer's business and is packed and waiting dispatch.
- 37.4.5 Where, in accordance with subclause 37.4.6 and 37.4.7, product is identified as requiring despatch to avoid a stock out or potential stock out and that product or part of that product is packed and awaiting dispatch, it will be dispatched as required by the Company.
- 37.4.6 The Company will become aware, either through its dispatch management systems or by way of other direct communication with a customer that the customer is in need of urgent delivery of product to avoid a stock out. This will occur each and every day during a period of industrial action.
- 37.4.7 Where the Company becomes aware of a stock out or a potential stock out for a customer, then the Company will provide to the relevant union delegate a written report containing the following particulars of the stock out or potential stock out:
- the name of the customer,
 - the product and quantity required,
 - where the product is required, and
 - when the product is required.

A copy of the written report will be faxed to the relevant union offices.

- 37.4.8 In the event that there is a residual amount of an order to be processed to enable dispatch of it to occur and there are special or urgent considerations applying to the order, these circumstances will be raised and discussed between the relevant company representative and the relevant employee representative with a view to reaching agreement. In the absence of agreement either party may seek the assistance of the Commission by notification under s130 of the Act. The parties agree that if the operation of this subclause creates substantially adverse consequences then any party may apply to the Commission after 13 November 2002 to recommend other arrangements in relation to residual amounts of orders and the parties will comply with the terms of such recommendation in lieu of the provisions of this subclause.
- 37.4.9 In the event that there is a breakdown of a crane, forklift, or other dispatch related equipment that would otherwise prevent the urgent dispatch of product provided for in this subclause then maintenance employees or contractors as appropriate will work to repair the equipment and facilitate the dispatch of product.
- 37.4.10 No employee or Union will direct or encourage any employee or contractor in an associated area to take action that may have the effect of circumventing the intent and operation of these arrangements.
- 37.4.11 In subclause 37.4:
- “relevant union delegate” means the delegate of the employees whose industrial action is preventing or hindering the normal despatch of product. In the absence of that delegate the relevant union delegate shall be the employee who, in the ordinary course, would be regarded by the employees as acting in the place of the delegate.
- “relevant company representative” means the customer service officer nominated by the company for the purpose of the arrangements in this subclause.
- "Stock out" and "stocking out" mean a situation where the customer is unable, because of its lack of the Company product which the customer requires, to maintain its normal operations.

38. Departmental Arrangements

- 38.1 To ensure that effect is given to the provisions of clause 37 of this Award the following particular departmental arrangements will apply:
- 38.1.1 Rail Operations in accordance with Schedule 1.
- 38.1.2 Slab Yard in accordance with Schedule 2.
- 38.1.3 Packaging Products Urgent Despatch in accordance with Schedule 3.
- 38.1.4 Plate Mill Urgent Despatch in accordance with Schedule 4.
- 38.1.5 Hot Coil Processing and Despatch and Unanderra Coil Processing in accordance with Schedule 5.
- 38.1.6 Notwithstanding the particular departmental arrangements referred to above, all departments and operations will have appropriate arrangements in place to ensure that effect is given to clause 37 of this Award.

DIVISION 7-MISCELLANEOUS**39. Delegates****39.1 Recognition of Delegates -**

39.1.1 The Company will recognise an employee who is a delegate representing the employees in a shop or department where he or she is employed. A delegate will be allowed the necessary time to interview the employees for whom the delegate represents, the Company or its representatives, during working hours, where there is a dispute affecting employees in his or her shop or department.

39.1.2 The Company will not be bound to recognise as a delegate any employee whom the union concerned has sent written notification to the Company that it does not recognise that employee as a delegate.

39.1.3 The Company will, upon request, provide each recognised delegate with a suitable locker for the purpose of storing relevant union material at the workplace.

39.2 Delegates' Training -

39.2.1 The Company recognises the unions desire for delegates' training and will cooperate with unions to facilitate release and pay ordinary wages to delegates attending agreed courses in cases where:

- (a) there is prior consultation with the Company about the course and the ability to release particular employees from the job;
- (b) the course is aimed at improving industrial relations and deals with relevant matters in a positive and responsible manner;
- (c) when appropriate, there is an opportunity for Company participation in or contribution to the course.

The Company will not unreasonably refuse to release delegates to attend training courses that comply with (a), (b) and (c) of this clause.

40. Payroll Deduction of Union Membership Fees

40.1 The Company shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:

40.1.1 the employee has authorised the Company to make such deductions in accordance with subclause 40.2 herein;

40.1.2 the Union shall advise the employer of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount.

40.1.3 deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and

40.1.4 there shall be no requirement to make deductions for casual employees with less than two (2) months' service (continuous or otherwise).

40.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including a variation in that fee effected in accordance with the Union's rules) that the Union advises the Company to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

- 40.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the Company's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts, provided that:
- 40.3.1 where the Company has elected to remit on a weekly or fortnightly basis, the Company shall be entitled to retain up to 5 per cent of the money deducted; and
- 40.3.2 where the Company has elected to remit on a monthly or quarterly basis, the Company shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 40.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 40.5 The Union shall advise the Company 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 Company a minimum of two month's notice of any such change.
- 40.6 An employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.
- 40.7 Where an employee who is a member of the Union and who has authorised the Company 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.

41. Apprentices

Where any provisions of this award, so far as he or she relate to apprentices, are inconsistent with the provisions of this clause, the provisions of this clause will, to the extent of the inconsistency, prevail.

- 41.1 Conditions of Employment - The ordinary conditions of employment, including method of payment, award holidays, hours and overtime, will be those contained in this award, provided an apprentice whilst under 18 years of age will not be allowed to work shift work, and an apprentice will not work shift work unless working under the control of a tradesperson in the same trade. An apprentice will not be required to work overtime during the first year of his or her apprenticeship unless he or she is willing to do so.
- 41.2 Lost Time - The Company may deduct from the wages of an apprentice amounts proportionate to the working time lost by the apprentice in any wage period when suspended under the provisions of subclause 41.3 or owing to his or her absence from the service of the Company, unless such absence is caused by:
- 41.2.1 the Company's fault;
- 41.2.2 illness not exceeding one week in each year of service, duly certified by a qualified medical practitioner;
- 41.2.3 the occurrence of any public holiday prescribed by this award.
- 41.3 Disciplinary Code -
- 41.3.1 Apprentices may be suspended by the Company without pay during such period of suspension for the following reasons, and subject to the undermentioned limitations of each suspension, viz:
- Nature of Offence or Misdemeanour
- Disobedience, Laziness, Bad Timekeeping, General Misconduct, etc

First Offence - The apprentice will be cautioned and told that this caution will be noted on his or her history card.

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

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

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which will admonish the apprentice and advise them that his or her offence or misdemeanour, if persisted in, may lead to cancellation of his or her indenture in accordance with Part 4 of the *Apprenticeship and Traineeship Act 2001* (NSW).

Insolence, Wilful Disobedience, Wilful Damage to Property, Neglect of Safety Precautions which may result in injury to themselves or fellow employees, Theft, Assault or Other Serious and Wilful Misconduct:

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

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

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which will admonish the apprentice. If such conduct is persisted in, the apprentice may be suspended immediately and his or her indenture may be cancelled in accordance with Part 4 of the *Apprenticeship and Traineeship Act 2001* (NSW).

41.3.2 When the Company intends to suspend an apprentice, it will immediately so advise the Commissioner for Vocational Training and the union or unions covering the apprentice's trade.

41.3.3 When the Company suspends an apprentice, the suspension will be effected by handing or delivering to the apprentice a notice in writing specifying:

- (a) particulars of the offence alleged to have been committed;
- (b) the period of suspension;
- (c) that future misconduct may cause the Company to seek cancellation of the indenture;
- (d) the address of the Commissioner for Vocational Training; and
- (e) that the apprentice is entitled to apply to the Commissioner for Vocational Training at that address, by letter, to have the suspension set aside.

41.3.4 The Company will forward a copy of the notice to the Commissioner for Vocational Training, the union or unions covering the apprentice's trade and to the parent or guardian of the apprentice on the same day as the notice is handed or delivered to the apprentice.

41.3.5 Any purported suspension not effected in accordance with the above will be of no effect.

41.3.6 Nothing in this clause will affect the rights or obligations of any party to the apprenticeship under the *Apprenticeship and Traineeship Act 2001* (NSW).

41.4 Wages -

41.4.1 The minimum weekly rates of pay for apprentices are as set out in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications.

- 41.4.2 The total wages of apprentices will be calculated to the nearest five cents, any broken part of five cents in the result not exceeding half of five cents to be disregarded.
- 41.4.3 An employee who is under 21 years of age on the expiration of his or her apprenticeship and subsequently works as a minor in the occupation to which he or she has been apprenticed will be paid at not less than the adult rate prescribed for that classification.
- 41.4.4 The special rates provisions in this award will apply to apprentices in the trades where tradespersons are paid these special rates.
- 41.4.5 Tool allowance - A tool allowance will be paid to apprentices as prescribed in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications. The allowance will apply for all purposes of the award.
- 41.4.6 Where it was the practice as at 14 December 1979 for the Company to provide all tools ordinarily required by an apprentice in the performance of his or her work, the Company may continue that practice and in that event the allowance prescribed in paragraph 41.4.5 will not apply to such apprentices.

42. Department Work Redesign Agreements

- 42.1 Departments within the Company's operations may from time to time make Work Redesign Agreements which include new rates of pay and conditions of employment for employees covered by this award which differ from the provisions contained in the Part A - General Conditions and Part C - Monetary Rates - Restructured Classifications. A Work Redesign Agreement will take effect when this award is varied to incorporate the Agreement in Division 2 - Work Redesign Agreements of Part B - Agreements to this award. Upon taking effect, the provisions of a Work Redesign Agreement will prevail over provisions contained in Part A - General Conditions and Part C - Monetary Rates - Restructured Classifications to the extent of any inconsistency.
- 42.2 The rates of pay contained in Part C - Monetary Rates - Restructured Classifications for each Department's Work Redesign Agreement are inclusive of the adult basic wage prescribed for the purposes of the *Industrial Relations Act 1996*.

PART B - AGREEMENTS

DIVISION 1 - GENERAL AGREEMENTS

43. Payment for Training

- 43.1 Scope of Agreement - This agreement applies to Company authorised training to allow employees to:

43.1.1 carry out the full range of duties of his or her current classification; and/or

43.1.2 progress within the appropriate Employee Job Development model;

provided that the employee's attendance at authorised training has been approved by supervision after consideration of the employee's and Company's needs, including operational requirements. Any refusal by supervision to grant such approval is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

This agreement does not apply to training which is generally not associated with:

43.1.3 allowing employees to carry out the full range of duties of his or her current classification; and/or

43.1.4 the appropriate Employee Job Development model,

such as occupational health and safety committee training, trade union training, full time training (e.g. apprentices) or training such as that covered by the Approved Student and Cadet Schemes and University Degrees.

So far as is reasonably practicable, having regard to operational requirements and the need to minimise labour costs additional to those of the employee's paid ordinary hours, an employee's training will be done during the employee's ordinary hours of work (including where appropriate by rescheduling those hours).

- 43.2 Payments - Where with the approval of the Company an employee attends training authorised by the Company, the employee's attendance will be on the following basis:

43.2.1 TAFE and other externally provided training whether conducted on or off the plant:

- (a) during ordinary working hours - no deduction from the employee's ordinary wages;
- (b) outside ordinary working hours - attendance and payment at single time payment will be approved in accordance with the needs of the authorised training. Generally this training will not exceed 6 hours per week except that additional training may be approved and single time payment will be made if exceptional training requirements exist.

43.2.2 Other classroom training:

- (a) during ordinary working hours - no deduction from the employee's ordinary wage;
- (b) outside ordinary working hours - single time payments.

43.2.3 Computer aided or computer based training during ordinary working hours - no deduction from the employee's ordinary wage.

43.2.4 Computer aided or computer based training outside ordinary working hours - single time payment for the time spent training up to the maximum of the course duration as determined by the course designer or course coordinator. No payment will be made for time beyond that duration. Any refusal of payment is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

43.2.5 On-the-job training:

- (a) during ordinary working hours - no deduction from the employee's ordinary wage;
- (b) outside ordinary working hours - single time payment for the employee's initial training period. However, once the employee has completed the initial training period and commences experience training the appropriate award overtime rates of pay will apply.

For the purposes of 43.2.5(b) above:

"initial training" is the training which an employee undertakes to the point where the employee's supervision is satisfied that the employee has acquired sufficient knowledge and understanding of a skill, task or function to perform that skill, task or function; and

"experience training" is the training, if applicable, following initial training during which an employee is gaining experience in the skill, task or function which is required for the purpose of accreditation.

43.3 Repeat Training -

43.3.1 If an employee fails to pass an accreditation stage:

- (a) but has genuinely applied themselves to training (as determined by supervision), supervision will authorise and pay the employee for additional training at a mutually agreed time (which fits in with the employee's departmental requirements and does not disadvantage other employees);
- (b) and has not made a genuine effort (as determined by supervision), the employee will be placed at the bottom of the training waiting list for that training requirement. The employee will not be paid for repeat training outside ordinary working hours, and unless circumstances require a different approach, repeat training will not be arranged during ordinary working hours.

43.3.2 Repeated failure will result in counselling by supervision to determine a solution.

43.3.3 Any disputes arising in relation to 43.3.1(a), 43.3.1(b) and 43.3.2 will be progressed through the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

43.4 Refresher Training - In the case of an employee who is undertaking authorised refresher training (e.g., a forklift driver who has not driven a forklift for 5 years), the employee will receive payment in accordance with the appropriate payment for training provision in 43.2.

43.5 Definitions -

43.5.1 "ordinary working hours" means:

the employee's normal working hours in the case of a Day Worker;

the employee's rostered on shifts in the case of a Shift Worker;

the employee's rescheduled rostered on shifts in the case of a Shift Worker whose shifts have been rescheduled for the purposes of approved training.

43.5.2 "ordinary wage" means the employee's ordinary wage (including shift and weekend premiums and any allowances but excluding disability allowances if these are not experienced) and bonus. It is paid for time spent in tuition, travelling and examination only.

43.5.3 "single time payment" means the employee's ordinary award wage and bonus and excludes shift and weekend premiums, overtime, special rates, etc. It is paid for the time spent in tuition and examination only.

43.5.4 "classroom training" means training conducted by a trainer, supervisor or other suitably qualified person in any training centre, conference room, crib room or office.

43.6 Miscellaneous -

43.6.1 An employee is training until he or she receive accreditation for the skills being learned.

43.6.2 Where an employee is required to travel from work, during ordinary working hours, to attend TAFE or other externally provided training, or travel from training back to work, the employee will be allowed up to 30 minutes travelling time. This travelling time will be paid at the employee's ordinary wage. If the travelling time is outside the employee's ordinary working hours, no payment will be made.

43.6.3 Employees will not be expected to work excessive hours and attend at the same time (i.e. an employee will not be expected to work and train on sequence of doublers).

43.7 Exceptions to subclause 43.2 -

43.7.1 If an employee is required to attend authorised training outside ordinary working hours on a Saturday, Sunday, Public Holiday, or rostered day off, the employee will be entitled to the appropriate penalty payments, or by agreement, time off in lieu.

For the purposes of 43.7.1:

- (a) "appropriate penalty payments" means the appropriate award overtime payments;
- (b) shift allowance is not paid on any shift; and
- (c) "time off in lieu" is equal time not penalty time (e.g., if an employee trains for 8 hours on Saturday and it is agreed that the employee has time off in lieu, the employee has 8 hours off work).

43.7.2 Employees attending authorised training on compulsory "ring roster days" or "21st shifts" will be paid according to his or her roster (ie overtime rates).

43.7.3 Employees asked to remain at work or attend work outside his or her ordinary working hours for the purpose of performing work will be paid overtime. If, during such work, training is carried out (e.g., during a mechanical breakdown) the employee will continue to be paid overtime for the training period.

43.7.4 No payment will be made for:

- (a) time spent in personal study and/or private tuition;
- (b) time spent enrolling in authorised external courses (e.g., TAFE);
- (c) time spent in preparation of assignments;
- (d) waiting time between courses;
- (e) time spent on text based self guided learning.

43.8 Payment of Course Fees - Unless an employee has failed to complete training through insufficient effort or application the Company will reimburse to the employee the cost of any authorised training fees associated with authorised training. Textbooks and other material associated with the training will be paid by the employee.

43.9 Award Provisions - The provisions in this award covering transfer of Day Workers to shift work, transfer of Shift Workers and transportation home from the plant when reasonable means of transport are not available will apply to employees required to train.

44. Lump Sum Payment Scheme

44.1 Purpose of the Agreement - This clause provides for a quarterly Performance Recognition Payment directly related to business performance improvement measured against performance indicators.

The purpose of the agreement is to:

44.1.1 Reinforce commitment to the understandings set out in Port Kembla Steelworks Steel Industry Agreements, to work to ensure a viable steelmaking industry at Port Kembla.

44.1.2 Assist in achieving the Company's critical business objectives. In this regard the parties commit themselves to co-operating in measures to achieve and maintain a world class steelworks.

44.1.3 Recognise the contribution of employees to improved performance when this has occurred.

- 44.2 Payment - Performance recognition payments at the end of each quarter will be made to all employees of the Company on the payroll at the end of that quarter for which the payment is made, except: employees covered by the Port Kembla Product Berth Enterprise Development Agreement 2002 and the Port Kembla Bulk Operations Enterprise Agreement 2002, or any replacement agreement or award; employees off work on non-accident pay workers' compensation. This performance recognition payment will be calculated as a percentage of total gross earnings, as defined.

Employees who leave the Company during the period, will not be eligible for payment.

- 44.3 Principles of Payments System - The terms of the performance improvement recognition payments system are:

- 44.3.1 In addition to other payments, there will be a quarterly performance recognition payment directly related to reasonably achievable business performance improvements measured against the agreed performance indicator.

The agreed performance indicator at Port Kembla Steelworks will be determined by the Company following consultation with the unions who are party to this award.

- 44.3.2 The performance recognition payments will be paid at the end of each quarter and will be calculated as a percentage of total gross earnings.

For this purpose, total gross earnings does not include payments in respect of absences on workers' compensation by employees not in receipt of accident pay or termination payments or performance recognition payments paid during the quarter but related to a previous quarter.

- 44.3.3 The percentage of total gross earnings to be paid will be determined by reference to the actual performance measured against the 4.5 per cent target performance indicator.

- 44.3.4 On achievement of the agreed performance targets, 4.5 per cent of total gross earnings as defined for the purpose of the Scheme, with payments varying above and below this amount possible depending on performance.

The maximum quarterly payment to be made under this Scheme will not exceed 5.5 per cent of gross earnings.

- 44.3.5 Payments will be included in the direct deposit and (itemised separately) on the pay docket of the first administratively convenient pay fortnight following the end of a quarter. Payments will be taxed at the individual's appropriate marginal rate in the pay fortnight in which the payment is made. The payments, including tax deductions, will be included in each employee's Group Certificate.

- 44.4 Required Actions - The parties acknowledge that the continued viability of the Port Kembla Steelworks is dependent upon taking continual steps to reduce total costs and increase prime product tonnes invoiced. Typical measures which the parties agree to work towards to reduce total cost of sales, increase prime product tonnes invoiced and promote adherence to agreed dispute settling procedures.

DIVISION 2 - WORK REDESIGN AGREEMENTS

45. No. 2 Blower Station Work Redesign Agreement

- 45.1 Application - This agreement applies to all employees of the Company employed in the No. 2 Blower Station under the classifications contained in Item 1 of Table 4 - Annualised Salary Rates of Pay, of Part C - Monetary Rates - Restructured Classifications.

The parties agree that this agreement will have no application to, and will in no way create a claim for, flow on of salaries and conditions provided for in this agreement to employees in the Company or any other Department or Division unless by agreement.

- 45.2 Hours of Work - The 12-hour, seven-day continuous shift rosters to be implemented as part of the team work system have been agreed by the parties. This includes provision for a four-shift arrangement and supported by the roster and day crew.

The standard hours of work will be an average of 38 per week.

The shift system being worked may be varied after consultation to suit the circumstances of the operation.

Where 12-hour shifts are worked, two meal breaks will be taken. The team will determine the timing of such breaks, having regard to work requirements.

All employees will be required to work additional hours to meet operational needs. It is the defined work team's responsibility to establish a system to ensure all operational needs and absences are covered. These arrangements ensure that a full labour complement is available at the commencement of every shift. Records will be kept on all hours worked and a review of the additional work hours payment will be made as required. This review will not lead to a reduction in this payment.

Where the agreed number of employees in a defined work team have each worked more than their relevant additional work hours in a roster cycle (12 weeks), then each individual who has exceeded these hours will be paid at the rate of double time for those hours in excess of the agreed "Safety Net" hours. The base rate for their classification will be used for this calculation (refer to Item 1 of Table 4, Annualised Salary Rates Of Pay, of Part C - Monetary Rates - Restructured Classifications). A review of the extent and reasons for additional hours worked will be made every quarter.

- 45.3 Public Holidays Falling During Annual Leave - The additional payment component of the annualised salary includes payment for all public holidays falling during periods of annual leave.

- 45.4 Sick Leave - Employees are expected to attend work regularly. Discretionary sick leave provides an insurance that an employee who is unable to attend work because of a genuine illness will continue to receive his or her salary as per Item 1 of Table 4, Annualised Salary Rates of Pay, of Part C - Monetary Rates - Restructured Classifications. Employees may be required to provide a medical certificate or other evidence where the absence is more than two days or more than a total of five single days in any year or where a marked pattern of absences is developing.

In instances where an individual continually abuses the sick leave provisions, the team and management jointly have the discretion to withhold payment for the absence.

Requirements for extended periods of sick leave will be considered jointly by the team and/or management, taking into account:

45.4.1 the circumstances and nature of the illness or injury;

45.4.2 the history of work performance and attendance.

- 45.5 Special Leave - Leave will be granted for an employee to attend for jury service and no adjustment will be made to the employee's salary for the first three days of jury service. After that, any amounts paid for jury service will be deducted from the employee's salary. It is expected that, as part of the team-based work arrangements, the additional work hours will cover special leave absences and that absences will be minimised.

- 45.6 Grievance Resolution Procedures - The following procedure will be adopted in grievance situations to ensure team integrity and that issues are settled promptly and effectively. This procedure will enable the resolution of grievances and issues to be progressed whilst work proceeds normally.

45.6.1 Team resolves issue on shift - The individual(s) and/or delegate and the immediate supervisor attempt to resolve the issue immediately on shift with the team; then

45.6.2 the Watch Dog Committee meets to resolve the issue if it is not able to be handled within the shift; then

45.6.3 if the issue has not been resolved at the Watch Dog Committee, then the following steps will be followed. The Superintendent, Union Organiser and Human Resources representative meet with the parties in dispute to resolve the issue. After this group has convened, it has 24 hours to reach an outcome satisfactory to all parties before referring the matter to on to 44.6.4.

45.6.4 The Department Manager, Union Secretary and Human Resources Manager meet with the parties in dispute to resolve the issue. This group has 24 hours to reach an outcome satisfactory to all parties.

45.6.5 If the dispute remains unresolved, the parties may either:

- (a) refer the matter to an impartial mediator who is nominated by the parties beforehand and whose decisions the parties have agreed to accept; or
- (b) refer the matter to the Industrial Relations Commission of New South Wales.

In the case of a genuine health and safety issue, immediate steps are to be taken by the relevant parties to remedy the situation and then the resolution process from steps 44.6.1 to 44.6.5 of this clause are to be followed.

In the case of a national or district dispute, the parties agree to ensure the ongoing safety of the No. 2 Blower Station by agreement of all parties. This is not a no-strike clause.

45.7 Overtime Meals - Under this agreement, the provision of a meal by the Company or a payment in lieu of a meal in situations of unnotified overtime will not occur.

45.8 Annualised Salaries - All employees working as part of a team at No. 2 Blower Station under the classifications listed in Item 1 of Table 4, Annualised Salary Rates of Pay, of Part C - Monetary Rates - Restructured Classifications, will be paid an annualised salary as set out in Item 1 of Table 4.

The annualised salary will:

45.8.1 provide a stable income, with a standard pay on a fortnightly basis for the individual;

45.8.2 reduce inefficiencies by building in payment for a set number of additional hours;

45.8.3 support the team concept.

The annualised salary is made up of four components:

45.8.4 Base Rate - Payment includes the award wage and over award (bonus) payments.

45.8.5 Additional Payments - Payment for all public holidays (worked and rostered) and annual leave loading (where applicable).

45.8.6 Shift Work Payments and Penalties - Payments for all disabilities and disturbances associated with shift work and the working of regular rostered shifts on weekends.

45.8.7 Additional Work Hours - Payment for work undertaken as required outside ordinary shift or day hours.

The calculation of this annualised salary is contained in Item 1 of Table 4, Annualised Salary Rates of Pay, of Part C - Monetary Rates - Restructured Classifications.

The appropriate annual leave loading will be paid at the time the annual leave is taken.

46. Blast Furnace Team Work Redesign Agreement

46.1 Application -

46.1.1 This agreement applies to all employees of the Company employed in the No. 5 and No. 6 Blast Furnaces under the classifications contained in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

46.1.2 The parties agree that this agreement will have no application to, and will in no way create a claim for, flow on of salaries and conditions provided for in this award to employees in the Company or any other Department or Division unless by agreement.

46.2 Preamble -

46.2.1 Purpose - The purpose of this agreement is to represent the values, goals, principles and conditions which have been jointly developed by the parties and will provide the framework for a new team work system at the blast furnaces.

This agreement specifically sets out principles for people working together in teams. This involves teams and team members having a say in the decisions that affect them and progressively assuming greater levels of accountability and responsibility in his or her place of work. This will facilitate the creation of a work environment in which everyone will contribute to making the blast furnaces a world-class operation.

Consequently, this agreement will also provide employees with access to rewarding and satisfying jobs and will result in efficient and continuously improving operations.

The intention is for this agreement to set out principles and not to be prescriptive.

46.2.2 Direction - The new team system of work has been developed to support the business directions of the blast furnaces. This agreement is designed to allow achievement of the following mission and goals:

- (a) Mission - To be the world leader in ironmaking by creating the right team to produce the right iron all the time.
- (b) Goals - Achievement of the following goals will provide measures of the success of this team work system:
 - (i) Safety - To ensure a safe working environment, practices and people, with zero incidents or accidents;
 - (ii) Productivity - To produce a product meeting agreed operating standards and supply specifications;
 - (iii) Environment - To conform 100 per cent of the time to better than the EPA licence agreement requirements, while maintaining and improving a healthy workplace;
 - (iv) Improvements - To continuously improve our people, processes, technology and product against agreed standards;
 - (v) Quality - To operate cost-effective blast furnaces which meet supply agreement targets 100 per cent of the time, including cost KPIs;
 - (vi) People - To create a work team we can be proud of, utilising world's best practices.

Procedures to review and measure performance to these goals will be adopted.

- (c) Values - The direction set for the blast furnaces is deliberately challenging. To achieve it will require changes to the behaviours and attitudes of all who work there. To ensure that

there is consistency of action in all situations by all parties, a set of fundamental values has been agreed to after participation by all employees. By following these values in all circumstances, high levels of trust, co-operation and support will be established. Blast furnace values are:

- (i) Customer Satisfaction - Being committed to meeting our customers' needs all the time;
- (ii) Safety - Recognising that safety is everyone's responsibility and is paramount;
- (iii) Respect - Respect for an individual's rights, Company policy and our environment. Loyalty to team members, goals and procedures and confidence in members' ability;
- (iv) Caring - Giving others a fair go to enable all to work together and support each other and to try to see issues from others' point of view;
- (v) Honesty - Being sincere and truly believing in what we say and do;
- (vi) Work Ethic - Being committed to do our best at all times, while having accountability for our actions and being given responsibility equal to our skills;
- (vii) Growth - Striving to maintain a working atmosphere that stimulates opportunities for people to grow and to be focused upon continuous improvement;
- (viii) Recognition - Ensuring that efforts are recognised fairly and consistently.

46.3 Team Work - The key approach to implementing the values on the blast furnaces is the change in focus from individual work system issues to a situation where groups work as teams.

Teams will have a say in the decisions which affect them, providing teams accept the responsibility and accountability associated with the outcomes of the decisions.

Over time, the blast furnaces will move away from a directive to a participative work environment. The rate of this change will be dependent on skills acquisitions and sharing of responsibility and accountability.

It is essential for two aspects of team work to exist in the blast furnaces. Firstly, within the natural work teams which work on tasks to achieve a common outcome. Secondly, between work teams to ensure that, together, individual work teams support and co-operate as a high performing team of teams to achieve the overall mission and goals.

46.4 Principles - The following principles have been agreed upon to ensure that groups work as teams using a shared framework which complements the direction and values for blast furnaces. These will be applied progressively as the circumstances permit.

Team objectives to achieve the mission and goals, including productivity or output standards, will be jointly agreed upon between the team and management. Teams are then responsible and accountable for these being met.

Teams will have sufficient authority and independence to manage their own work.

Teams will have access to timely and clear feedback on their performance in relation to agreed objectives and standards.

The division of team tasks, how sub-tasks are assigned to team members and how they are co-ordinated in detail, is a team decision.

Team members will assume responsibility to the team for different sub- tasks.

Team members are responsible for planning their work within the team.

Each team member will perform a significant range of operational, technical or interpersonal functions to enable the work of the team to be completed.

Team members are to be trained in and will apply a range of operational, technical and interpersonal skills.

Non-routine aspects of the work are to be carried out using creative problem-solving methods.

Teams must have clear, simple lines of communication with management, other teams and other key groups and individuals.

Arrangements with other departments regarding services which support teams will be agreed and straightforward.

The environment, including management, is to be characterised by open communications, delegation and consultation.

The formal and informal reward systems will support co-operative relationships rather than encouraging competition and conflict.

Teams will consider the impact of their actions on other teams, customers and suppliers.

46.5 Team Structure - The structure for the shift teams is as follows:

One Operations Engineer.

One Process Controller.

One Systems Controller.

One Electrical Tradesperson.

One Mechanical Tradesperson.

An appropriate number of Process Operators.

In addition, each blast furnace has one additional mechanical tradesperson and one additional electrical tradesperson for annual leave relief.

Procedures which ensure maintenance of this team structure will be implemented. These will involve having trained employees available to promptly fill vacancies caused by resignations, absences due to work injuries and, in some instances, long-term absences.

46.6 Team Concept - Each shift team is to work as one team.

The team is to run along participative lines where individuals have a say in his or her work, proportional to his or her responsibility and accountability. Participative decision-making is to evolve over time. The team is to operate under the principles previously listed in subclause 46.4.

46.7 Performance Management - Over time, teams will progressively assume greater involvement in managing their performance, with teams and team members having responsibility for maintaining and improving their performance. This will involve the teams being involved in both recognising good performance and addressing non-performance issues within their teams.

Systems will be established to enable teams and also management to recognise and, where appropriate, reward good performance. These systems must be perceived as equitable and must reinforce the desired behaviours of the team work system.

Instances of non-performance by individual team members within the team are to be dealt with by the team in the first instance. This would be where a team member's performance or behaviour was not supporting the agreed team work principles.

In cases where the team identifies an incident of non-performance, the team is to recognise that the non-performance could be caused by:

lack of awareness by the individual that their performance is substandard;

lack of skills;

poor application to the task by the individual;

inadequate team systems to enable the individual to perform.

The individual will be given every reasonable opportunity to improve his/her performance by a combination of counselling, progressive warnings and the opportunity to access training. A problem-solving approach to addressing non-performance will be used.

Regular feedback will be provided to individuals on his or her performance in a non-threatening way by his or her peers in the team. A detailed system for this will be jointly developed.

In instances where the team is not able to either satisfactorily resolve team-based non-performance issues, or where poor performance is identified from outside the team, agreed practices recommended by the Work Design process or other practices jointly developed will apply.

Teams will be given maximum support, assistance and co-operation by management and unions to enable them to resolve non-performance issues.

- 46.8 Classifications and Salaries - The classifications appearing in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications are new classifications which have been established particular to the needs and operations of No. 5 and No. 6 Blast Furnaces at Port Kembla Steelworks. All employees working as part of a team on the blast furnaces, under these classifications will be paid an annualised salary as set out in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. All salaries will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.

The annualised salary will:

provide a stable income, with a standard pay on a fortnightly basis for the individual;

reduce inefficiencies by building in payment for a set number of additional hours; and

support the team concept.

The annualised salary is made up of four components:

Base rate - Payment for the award wage, overaward (bonus) payment, tool allowance for tradespersons and electrical licence payments for electrical tradespersons.

Additional payments - Payment for disability allowances for tradespersons, payment for all public holidays (worked and rostered).

Shift work payments and penalties - Payments for all disabilities and disturbances associated with shift work and the working of regularly rostered shifts on weekends and public holidays.

Additional work hours - Payment for work undertaken as required outside normal shift or day hours. This includes payment for all disturbances, recalls and travel time.

The calculation of this annualised salary is contained in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

- 46.9 Training - Progression through the classification structure contained in subclause 46.15 will be through completion of competency-based training and application of the acquired skill(s) and knowledge.

Effective and timely training of all individuals in these skills is recognised as an important priority in the new team work system. The five- shift system supports a commitment to training by providing training time during each roster cycle. This will complement on-the-job training.

The needs of individuals, the team as a whole and the business will be assessed in formulating training plans. Each team will participate in the planning, prioritising and review of training.

The Company will provide access to resources, time and coaching to support training. Individual team members will commit to train and to maintain and improve skills as determined by the team and as required by changing operational needs.

- 46.10 Hours of Work - The 12-hour, seven-day continuous shift rosters, to be implemented as part of the team work system, have been agreed to by the parties. This includes provision for a five-shift arrangement.

The standard hours of work will be an average of 38 per week. At the time of implementation of this agreement, these hours will be worked according to the agreed roster.

The method of working shifts may be varied by agreement to suit the circumstances of the operation.

Under normal operational requirements, a maximum of four 12-hour shifts over four consecutive days may be worked.

Under normal operational requirements, a maximum of four additional hours may be worked immediately following a 12-hour ordinary shift.

The team will be responsible for ensuring that relief at the change of every shift occurs with no disruption to operations.

Where 12-hour shifts are worked, two meal breaks will be taken. The team will determine the timing of such breaks, having regard to work requirements.

All employees will be required to work additional hours to meet operational needs. It is the defined work team's responsibility to provide cover to meet operational requirements, and each team will establish a system which ensures fair coverage of planned and unplanned absences. This will include ensuring that a full complement is available at the commencement of every shift.

Records will be kept on all hours worked and a review of the Additional Work Hours payment will be made as required. This review will not lead to a reduction in this payment.

In the event of a catastrophe (eg a chilled hearth) employees will be entitled to an additional payment, provided it is within the following guidelines:

Where 80 per cent of employees in a defined work team have each worked more than 78 additional work hours in a quarter, then each individual who has exceeded these hours will be paid at the rate of double time for these additional hours in excess of 78 hours. The base rate for his or her classification will be used for this calculation (refer Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications). Any disability allowances due for tradespersons will also be paid for these additional hours.

A review of the extent and reasons for additional hours worked will be made every quarter (every 13 weeks from the implementation date of the new work system).

- 46.11 Replacement for Long-term Absences - The Additional Work Hours component includes payment for coverage of most absences and workers' compensation absences of up to three ordinary shifts.

The following points set out the spirit of this agreement about replacement for long-term absences:

When cases of absences are out of the norm and continued coverage without supplementation from support structures referred to in subclause 46.5, Team Structure, will result in hardship on shift personnel, outside backup will be required.

Teams and management will manage this issue by joint agreement, having regard to:

existing levels of additional hours worked;

anticipated length of absence;

and other relevant circumstances.

- 46.12 Leave - Leave arrangements will be managed by the team having regard to operational requirements.

46.12.1 Annual Leave - Annual leave entitlements will be as per the *Annual Holidays Act 1944*.

Employees working continuous shift work will be entitled to one additional week of annual leave per year.

The additional payment component of the annualised salary includes payment for public holidays falling on work or roster days during a period of annual leave.

46.12.2 Long Service Leave - Long service leave entitlements will be in accordance with the *Long Service Leave Act 1955*.

46.12.3 Sick Leave - Employees are expected to attend work regularly. Sick leave provides an insurance that an employee who is unable to attend work because of a genuine illness will continue to receive his or her salary as per Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

Employees may be required to provide a medical certificate or other evidence where the absence is more than two days or more than a total of five single days in any one year, or where a marked pattern of absences is developing.

In instances where an individual continually abuses the sick leave provisions, the team and management jointly have the discretion to withhold payment for the absence.

Requirements for extended periods of sick leave will be considered jointly by the team and management, taking into account:

- (a) the circumstances and nature of the illness or injury; and
- (b) the history of work performance and attendance.

46.12.4 Special Leave - Leave will be granted for the employee to attend for jury service, and no adjustment will be made to the employee's salary for the first three days of jury service. After that, any amounts paid for jury service will be deducted from the employee's salary.

Bereavement leave will be granted for up to two days per bereavement on the death of a member of the employee's immediate family.

Leave in part shift or single whole shift increments may also be granted for compassionate reasons, such as the care of ill family members. The team will determine if the leave is granted.

It is expected that, as part of the team-based work arrangements, the additional work hours will cover most absences and that absences will be minimised.

- 46.13 Grievance Resolution Procedure - The following procedure will be adopted in grievance situations to ensure that long-term damage is not done to the furnace, to maintain team integrity and to ensure that issues are settled promptly and effectively. This procedure will enable the resolution of grievances and issues to be progressed whilst work proceeds normally.

Step 1 -The individual(s) and/or delegate and the immediate supervisor attempt to resolve the issue immediately. If it is not able to be handled within the shift then, depending on the urgency:

either the issue is immediately referred to Step 2 by either party; or

the issue is referred to Step 2 at the beginning of the next normal work day.

Step 2 -The Superintendent, union organiser and Department Human Resources representative meet with the parties in dispute to resolve the issue. This group has 24 hours to reach an outcome satisfactory to all parties before referring the matter on to Step 3.

Step 3 - The Department Manager, Union Secretary and Department Human Resources Manager meet with the parties in dispute to resolve the issue. This group has 24 hours to reach an outcome satisfactory to all parties.

Step 4 - If the dispute remains unresolved, the parties may either:

- (a) refer the matter to an impartial mediator who is nominated by the parties beforehand and whose decisions the parties have agreed to accept; or
- (b) refer the matter to the Industrial Relations Commission of New South Wales.

In the case of a genuine health and safety issue, immediate steps are to be taken by the relevant parties to remedy the situation, and then the resolution process from Steps 1-4 are to be followed.

In the case of a national or district dispute, the parties agree to ensure the ongoing safety of the blast furnaces.

- 46.14 Commitment - All parties and employees covered by this agreement commit to work by the provisions outlined in this agreement.

- 46.15 Skills Development - Approach - Skills development is required for team members so that:

Team members have the necessary core skills required to carry out his or her roles and responsibilities to a high level of competency.

Team members have a range of multi-skills within the core skills to enable them to be employed on a wider range of tasks.

Team members need to develop cross-skills between each other's core skills to enhance the flexibility and the ability of the team to resource a wider variety of situations.

Team members need to have a range of interpersonal team and team co-ordinating skills so that he or she can participate in team processes.

In accordance with the team principles, all employees are to perform a significant range of functions. This will be limited only by the range of skills acquired by individuals.

Skills Matrix for Process Operators - The following skills matrix sets out the classifications and corresponding skills required by Blast Furnace Process Operators. The skills matrix is regarded as

flexible so that in the future new skills can be added, enabling the overall skill level of individuals to grow to match future requirements. Skills no longer required can also be deleted.

The core skills consist of a combination of the following elements:

appropriate operational skills;

occupational health and safety skills;

multi-skills; and

team process skills.

Classification	Core Skills
Process Operator Level 4	Team Process Stage 4 Multi-skills Stage 4 Co-ordination Stage 1 OHS&R Stage 3 Furnace Process Stage 1
Process Operator Level 3	Furnace Stage 3 Team Process Stage 3 Multi-skills Stage 3
Process Operator Level 2	Team Process Stage 2 Multi-skills Stage 2 OHS&R Stage 2
Process Operator Level 1	Casting Stage 3 Furnace Stage 2 Team Process Stage 1 OHS&R Stage 1 Multi-skills Stage 1

Training for Entry Level Process Operators - There is a need to provide graduated training for new employees who are employed at the blast furnaces or are redeployed from elsewhere in the Works.

This training will be in stages so that employees are remunerated progressively for acquiring skill groups.

Skills Matrix for Entry Level Process Operators -

Classification	Core Skills
Blast Furnace Process Operator Level 1	Casting Stage 3 Furnace Stage 2 Multi-skills Stage 1 OHS&R Stage 1
Base Level 2	Furnace Stage 1 Casting Stage 2 Team Process Stage 1
Base Level 1	Casting Stage 1 Gas System Stage 1
Entry Level	Induction Program

Once the employee reaches Blast Furnace Process Operator Level 1, he or she then progresses through the steps outlined in the Operational Skills Matrix for No. 5 and No. 6 Blast Furnace.

Blast Furnace Process Operator Experience Requirements - It is recognised that Operators require skills, knowledge and experience to enable them to contribute in the team situation.

Skill matrices for both Operators and Entry Level Operators outline skills and knowledge requirements.

In addition, Operators will need to gain experience in the non-routine activities to ensure he or she can safely and effectively handle these situations. This is normally acquired through time on the job, which enables skills and knowledge to be put into practice.

The following time periods have been identified as the minimum appropriate for progress to the next level for new blast furnace employees with no blast furnace experience, even if all relevant courses have been completed.

Blast Furnace Process Operator Level 4	12 months
Blast Furnaces Process Operator Level 3	12 months
Blast Furnace Process Operator Level 2	12 months
Blast Furnace Process Operator Level 1	12 months
Base Level 2	12 months
Base Level 1	3 months
Entry Level	

These times have been calculated based on the quantity of training time normally required to attend the relevant courses and the programmed time available for training. In special circumstances, the team can recommend to an Accreditation Review Panel that approval for individuals to progress at a faster rate be granted. This would normally occur when the individual can demonstrate that experience has been acquired through other relevant work experience.

These times should be reviewed for appropriateness 12 months after the implementation of this process and the applicability to new employees can be judged.

Skills Matrix for Tradespersons - The classification structure for the mechanical and electrical trades personnel remains the Graded Trades Model established between the Company and the relevant unions (see Table 2, Graded Rates of Pay of Part C - Monetary Rates - Restructured Classifications).

Tradespersons will be better equipped to be team members if he or she has a high level understanding of blast furnace operations and applies the skills learned in the multi-skills modules.

The following Trades Multi-skills are able to be added to existing trade modules in the Graded Trades structure for new employees joining the blast furnaces:

Classification	Multi-Skills
Blast Furnace Tradesperson Level 3	Furnace Stage 3 (except casting) Team Process Stage 3
Blast Furnace Tradesperson Level 2	
Blast Furnace Tradesperson Level 1	Furnace Stage 2 (except casting) Team Process Stage 2 OHS&R Stage 2
Blast Furnace Tradesperson Base Level	Furnace Stage 1 Team Processes Stage 1 OHS&R Stage 1

47. Temper Mills Work Redesign Agreement

47.1 Application -

47.1.1 This agreement applies to all employees of BlueScope Steel (AIS) Pty Ltd employed in the Packaging Products - Temper Mills under the classifications contained in Item 3 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

47.1.2 The parties agree that this agreement will have no application to and will in no way create a claim for flow on of salaries and conditions provided for in this agreement to employees in the Company or any other department or division unless by agreement.

- 47.2 Hours of Work - The 12 hour 7 day continuous shift roster to be implemented as part of the team work system has been agreed by the parties. This includes provision for a four shift arrangement.

The standard hours of work shall be an average of 38 hours per week.

The shift system being worked may be varied after consultation to suit the circumstances of the operation.

Where 12-hour shifts are worked, two meal breaks will be taken. The team will determine the timing of such breaks, having regard to work requirements.

All employees will be required to work additional hours to cover all absences and any catastrophic event which would affect the Temper Mills. It is the defined work team's responsibility to establish a system to ensure all such events are defined and covered. These arrangements ensure that a full labour complement is available at the commencement of every shift. Records will be kept of all hours worked and a review of the additional work hours payment will be made as required. This review will not lead to a reduction in this payment.

Where the agreed number of employees in a defined work team has each worked more than their relevant additional work hours in a 13 week period, then each individual who has exceeded these hours will be paid at the rate of double time for those hours in excess of the agreed "Safety Net" hours. The base rate for their classification will be used for this calculation (refer to Item 3 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications).

- 47.3 Public Holidays Falling During Annual Leave - The additional payment of the annualised salary includes payment for all public holidays falling during periods of annual leave.

- 47.4 Sick Leave - Employees are expected to attend work regularly. Discretionary sick leave provides an insurance that an employee who is unable to attend work because of a genuine illness will continue to receive their salary as per Item 3 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. Employees may be required to provide a medical certificate or other evidence where the absence is more than two days or more than a total of five single days in any year or where a marked pattern of absences is developing.

In instances where an individual continually abuses the sick leave provisions, the team and management jointly have the discretion to withhold payment for the absence.

Requirements for extended periods of sick leave will be considered jointly by the team and/or management, taking into account the circumstances and nature of the illness or injury and the history of work performance and attendance.

- 47.5 Special Leave - It is expected that, as part of the team based work arrangements, the additional work hours will cover special leave absences and that absences will be minimised.

Leave will also be granted for the employee to attend for jury service and no adjustment will be made to the employee's salary for the first three days of jury service. Thereafter, any amounts paid for jury service will be deducted from the employee's salary.

- 47.6 Appeal Process - The team will be self managed on issues such as attendance, discipline and work performance.

From time to time, problems may come up with individuals and/or a team that require special assistance. Therefore, a process needs to be in place to provide this assistance. In the event of a problem or issue, the following steps will be followed:

Step 1 - Team to discuss and resolve.

Step 2 - Team and Supervisor to discuss and resolve.

Step 3 - Team and Superintendent and Union to discuss and resolve.

Step 4 - Other support forums as necessary.

- 47.7 Annualised Salaries - General - All employees working as part of a team at Packaging Products - Temper Mills under the classifications listed in Item 3 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, will be paid an annualised salary.

The annualised salary will:

provide a stable income, with a standard pay on a fortnightly basis for the individual;

reduce inefficiencies by building in payment for a set number of additional hours; and

support the team concept.

The annualised salary is made up of four components:

Base Rate - Payment includes the award wage and overaward (bonus) payments.

Additional Payments - Payment for all public holidays (worked and rostered) and annual leave loading (where applicable).

Shift Work Payments and Penalties - Payment for all disabilities and disturbances associated with shift work and the working of regular rostered shifts on weekends.

Additional Work Hours - Payment for work undertaken as required outside ordinary shift or day hours.

The calculation of this annualised salary is contained in Item 3 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

- 47.8 Annualised Salaries - Rates - Shift crew operators will be paid annualised rates of pay (salaries) in accordance with Item 3 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

48. Raw Materials Handling Work Redesign Agreement

- 48.1 Application -

48.1.1 This agreement applies to all employees of BlueScopeSteel (AIS) Pty Ltd employed in the Raw Materials Handling section in the Ore Preparation Department under the classifications contained in Item 4 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

48.1.2 The parties agree that this agreement will have no application to and will in no way create a claim for flow on of salaries and conditions provided for in this agreement to employees in the Company or any other department or division unless by agreement.

- 48.2 Team Principles - The following principles have been agreed to provide a shared framework for the successful operation of each team. Their application will complement the direction and values of Raw Materials Handling. These principles will be applied progressively as the teams develop and mature:

Individual team goals including key performance indicators will be jointly agreed between the teams and management. These team goals will reflect the Raw Materials Handling mission and goals.

Once agreed, the teams will be responsible and accountable for achieving the goals.

Teams will have sufficient authority and independence to manage their own work. The level of this will be negotiated with management on an ongoing basis and will reflect the stage of maturity of the individual teams.

Team members are to be trained in and will apply a range of operational, technical, interpersonal and decision making skills to enable the work of the team to be completed.

The division of team tasks, how the sub-tasks are assigned to team members and how they are co-ordinated in detail is a team decision.

The members will assume responsibility for the team for the sub-tasks they undertake.

Non-routine aspects of the work are to be carried out using creative problem solving methods.

Teams will have access to timely and constructive feedback on their performance in relation to the agreed goals.

Teams will be responsible for managing the individual performance of members of the team.

Teams will have clean, simple lines of communication with customers, suppliers, management and other teams.

Straightforward arrangements with other departments providing services which support the teams will be put in place.

The RMH workforce environment is to be characterised by open communications, consultation and appropriate levels of delegation.

The formal and informal reward and recognition systems will support co-operative relationships rather than encouraging competition and conflict.

Teams will consider the impact of their actions on customers, suppliers, management and other teams.

48.3 Team Structure - The structure of the shift team is as follows:

One Shift Manager.

One Process Controller.

Nine Operators (including one annual leave relief) from 1 August 1998 to 1 September 1999. From 1 September 1999 or from a date determined by the Review (see clause 46.4, Team Principles), there will be eight operators (including one annual leave relief) unless it is proven and agreed in the Review to be cost effective otherwise.

Procedures will ensure maintenance of this team structure and will involve having trained employees available promptly to fill vacancies caused by resignations, absences due to work injuries and in some cases long term absences.

48.4 Hours of Work - The 12 hour 7 day continuous shift roster to be implemented as part of the team work system have been agreed by the parties. This includes provision for a five shift arrangement.

The standard hours of work shall be an average of 38 hours per week.

The shift system being worked may be varied after consultation to suit the circumstances of the operation.

Under normal operational requirements, a maximum of 4 x 12 hour shifts over four consecutive days may be worked.

Under normal operational requirements, a maximum of four additional hours may be worked immediately following a 12 hour ordinary shift.

Where 12 hour shifts are worked, two meal breaks will be taken. The team will determine the timing of such breaks, having regard to work requirements.

The team will be responsible for ensuring that relief at the change of every shift occurs with no disruption to operations.

All employees will be required to work additional hours to cover absences and meet operational requirements. It is the defined work team's responsibility to establish a fair system to ensure that all such events are defined and covered. These arrangements ensure that a full labour complement is available at the commencement of every shift. Records will be kept on all hours worked and a review of the additional work hours payment will be made as required. This review will not lead to a reduction in this payment.

In the event of a catastrophe, employees will be entitled to an additional payment provided it is within the following guidelines:

Where 80 per cent of employees in a defined work team have each worked more than 78 additional work hours in a 13 week period, then each individual who has exceeded these hours will be paid at the rate of double time for those hours in excess of the 78 hours. The base rate for their classification will be used for this calculation (refer Item 4 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications).

48.5 Public Holidays Falling During Annual Leave - The additional payment component of the annualised salary includes payment for all public holidays falling during periods of annual leave.

48.6 Sick Leave - Employees are expected to attend work regularly. Discretionary sick leave provides an insurance that an employee who is unable to attend work because of a genuine illness will continue to receive their salary as per Item 4 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. Employees may be required to provide a medical certificate or other evidence where the absence is more than two days or more than a total of five single days in any year or where a marked pattern of absences is developing.

In instances where an individual continually abuses the sick leave provisions the team and management jointly have the discretion to withhold payment for the absence.

Requirements for extended periods of sick leave will be considered jointly by the team and/or management, taking into account:

the circumstances and nature of the illness or injury; and

the history of work performance and attendance.

48.7 Special Leave - It is expected that as part of the team based work arrangements the additional work hours will cover most absences and that absences will be minimised.

Leave will be granted for the employee to attend jury service and no adjustment will be made to the employee's salary for the first three days of jury service. Thereafter any amounts paid for jury service will be deducted from the employee's salary.

48.8 Annualised Salaries - General - All employees working as part of the shift teams at Raw Materials Handling under the classifications listed in Item 4 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, will be paid an annualised salary.

The annualised salary will:

provide a stable income, with a standard pay on a fortnightly basis for the individual;
reduce inefficiencies by building in payment for a set number of additional hours; and

support the team concept.

The annualised salary is made up of four components:

Base Rate - Payment includes the award wage and overaward (bonus) payments.

Additional Payments - Payment for all public holidays (worked and rostered).

Shift Work Payments and Penalties - Payments for all disabilities and disturbances associated with shift work and the working of regular rostered shifts on weekends.

Additional Work Hours - Payment for work undertaken as required outside ordinary shift or day hours.

The calculation of this annualised salary is contained in Item 4 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

- 48.9 Annualised Salaries - Rates - Employees will be paid salaries in accordance with Item 4 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. All salaries will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.
- 48.10 Training - Progression through the classification structure below will be through completion of competency based training and application of the acquired skills and knowledge. Effective and timely training of all individuals in these skills is recognised as an important priority in the new teamwork system. The five shift system supports a commitment to learning and development by providing development time during each roster cycle to complement on-the-job training.

Classification	Training Requirements
Entry Level	Induction
Raw Materials Process Operator 1	Work Practices 1 Raw Materials Handling Skills 1 Team Skills 1
Raw Materials Process Operator 2	Work Practices 2 Raw Materials Handling Skills 2 Process Reliability 2 Team Skills 2
Raw Materials Process Operator 3	Work Practices 3 Raw Materials Handling Skills 3 Process Reliability 3 Team Skills 3
Raw Materials Process Operator 4	Work Practices 4 Raw Materials Handling Skills 4 Process Reliability 4 Team Skills 4

- 48.11 Grievance Procedure - The team will be self managed on issues such as:

Attendance
Discipline
Work performance

From time to time problems may come up with individuals and/or a team that require special assistance. Therefore a process needs to be in place to provide this assistance. In the event of a problem or issue the following steps will be followed:

Step 1 - Team to discuss and resolve.

Step 2 - Team and Shift Manager to discuss and resolve.

Step 3 - Team and Superintendent to discuss and resolve.

Step 4 - Team, Superintendent and Human Resources Officer to discuss and resolve.

Step 5 - Team Superintendent, Human Resources Officer and Union Official to discuss and resolve to discuss and resolve.

If issue remains unresolved the parties may then either:

- (a) Refer matter to senior Company management and senior union officials;
- (b) Refer matter to an impartial mediator agreed by both parties; or
- (c) Refer matter to the Industrial Relations Commission of New South Wales.

PART C

MONETARY RATES - RESTRUCTURED CLASSIFICATIONS

Table 1 - Restructured Ironworkers Rates of Pay

Description	Rate of pay per 38-hour week from the first pay period on or after 18th March 2005 (i.e. 20th March 2005) \$
1. Cokemaking Department	
Coke Ovens - Batteries	
Battery Entry Level Ironworker	535.40
Battery Operator 1	563.50
Battery Operator 2	593.70
Battery Operator 3	640.10
Battery Operator 4	676.70
Battery Operator 5	736.00
Coal Preparation - Coal Washery	
Coal Washery Operator 1	535.40
Coal Washery Operator 2	609.30
Coal Washery Operator 3	640.10
Coal Washery Operator 4	676.70
Coal Preparation - Coal Handling	
Coal Handling Operator 1	535.40
Coal Handling Operator 2	593.70
Coal Handling Operator 3	625.20
Coal Handling Operator 4	655.40
Gas Processing	
GP Entry Level Ironworker	535.40
GP Intermediate Operator	593.70
GP Sulphate Operator	593.70
GP Operator 1	625.20
GP Operator 2	655.40
GP Operator 3	676.70
GP Operator 4	717.40
Collector Main Operations	
Collector Main Operator	640.10

Cokemaking Utilities	
Utilities Entry Level Ironworker	535.40
Utilities Operator 1	563.50
Utilities Operator 2	578.60
Utilities Operator 3	609.30
Utilities Operator 4	640.10
Utilities Operator 5	676.70
2. Ore Preparation Department	
Raw Materials Handling	
RM Entry Level Ironworker	535.40
RM Operator 1	609.30
RM Operator 2	625.20
RM Operator 3	698.70
3. Blast Furnaces Department	
Operator Entry Level	535.40
Operator Base Level 1	593.70
Operator Base Level 2	640.10
Operator Level 1	676.70
Operator Level 2	698.70
Operator Level 3	736.00
Operator Level 4	765.00
4. Energy Services Department	
Utilities Distribution Section	
Distribution Operator 1	593.70
Distribution Operator 2	676.70
Distribution Operator 3	736.00
Energy Generation - No. 1 Power House Section	
No. 1 PH Operator 1	563.50
No. 1 PH Operator 2	625.20
No. 1 PH Operator 3	640.10
No. 1 PH Operator 4	676.70
No. 1 PH Operator 5	736.00
No. 1 PH Operator 6	765.00
5. Refractory Services Department	
Refractory Services	
Refractory Installer - Level 1	578.60
Refractory Installer - Level 2	625.20
Refractory Installer - Level 3	847.30
Refractory Installer - Level 4	898.20
6. Slabmaking Department	
BOS Plant	
BOS Entry Level Ironworker	535.40
BOS Service Operator	563.50
BOS Materials Attendant	609.30
BOS Operator 1	609.30
BOS Operator 2	655.40
BOS Operator 3	676.70
BOS Operator 4	698.70
BOS Operator 5	717.40
BOS - Raw Materials Alloy Preparation	
BOS Entry Level Ironworker	535.40
Materials Handler 1	593.70
Materials Handler 2	609.30
Slab Caster	
Slab Caster Operator 1	535.40
Slab Caster Operator 1A	578.60

Slab Caster Learner Operator	609.30
Slab Caster Operator 2	655.40
Slab Caster Operator 3	698.70
Slab Caster Operator 4	736.00
Slab Caster Operator 5	792.60
Slab Handling	
Cold Slab Handler 1 (New Starters)	655.40
Cold Slab Handler 2	676.70
Cold Slab Handler 2A (Existing Employee)	698.70
Cold Slab Handler 3	717.40
Cold Slab Handler 3A (Existing Employee)	736.00
Senior Slab Handler	792.60
7. Production Planning	
Product Despatch Warehouse	
Despatch Operator 1	563.50
Despatch Operator 2	625.20
Despatch Operator 3	676.70
Learner Pallet Carrier Operator	593.70
Pallet Carrier Operator	676.70
8. Hot Strip Mill	
Hot Strip Mill Operations	
Learner Operator	625.20
Operator 1	698.70
Operator 2	736.00
Operator 3	792.60
Hot Strip Mill Maintenance	
Learner Analyst	563.50
Systems Analyst 1	609.30
Systems Analyst 2	676.70
Hot Coil Processing and Despatch	
Operator 1	578.60
Operator 2	640.10
Operator 3	676.70
Operator 4	717.40
Operator 5 (Learner)	736.00
Operator 5	765.00
Packaging Products Roll Shop	
Roll Shop Attendant 1	554.20
Roll Shop Attendant 2	609.30
Roll Shop Attendant 3	625.20
Hot Strip Mill Roll Shop	
Roll Shop Attendant 1	554.20
Roll Shop Attendant 2	609.30
Roll Shop Attendant 3	625.20
Roll Shop Attendant 4A	655.40
Roll Shop Attendant 4B	676.70
Roll Shop Attendant 5	698.70
9. Plate Mill Department	
Plate Rolling	
Plate Rolling Operator Level 1	593.70
Plate Rolling Operator Level 2	640.10
Plate Rolling Operator Level 3	698.70
Plate Rolling Operator Level 4	736.00
Plate Rolling Operator Level 5	765.00
Plate Rolling Systems Operator	609.30
Plate Processing	

Learner Operator	593.70
Plate Processing Operator Level 1	625.20
Plate Processing Operator Level 2	655.40
Plate Processing Operator Level 3	676.70
Plate Processing Operator Level 4	698.70
Improvement Leader	717.40
Section Co-ordinator	765.00
10. Technology Services Department	
Laboratory Services	
General Assistant	593.70
Learner Operator (RMT)	578.60
Learner Operator (MO)	578.60
RM Tester	625.20
Machine Operator	625.20
11. Packaging Products Department	
Pickle Line	
PL Operator 1	593.70
PL Operator 2	625.20
PL Operator 3A	655.40
PL Operator 3B	655.40
PL Operator 4	698.70
Cold Mill	
CM Operator 1	609.30
CM Operator 2	655.40
CM Operator 3	717.40
CM Operator 4	765.00
Temper Mill	
TM Operator 1	609.30
TM Operator 2	655.40
TM Operator 3	717.40
TM Operator 4	765.00
Cleaning Line	
CL Operator 1	578.60
CL Operator 2	625.20
CL Operator 3	655.40
Batch Annealing	
BA Operator 1	578.60
BA Operator 2	640.10
Continuous Annealing Line	
CA Operator 1	609.30
CA Operator 2	655.40
CA Operator 3	698.70
Electrolytic Tinning Lines	
ET Line Operator 1	593.70
ET Line Operator 2	655.40
ET Line Operator 3P	698.70
ET Line Operator 3S	698.70
ET Line Operator 4	736.00
Coil Preparation Line	
Operator 1	609.30
Operator 2	655.40
Operator 3	698.70
Shearlines	
SH Operator 1	593.70
SH Operator 2	625.20
SH Operator 3	655.40

SH Operator 4	676.70
SH Operator 5	736.00
Littell Operator 4	698.70
Warehouse	
WH Operator 1	563.50
WH Operator 2A	593.70
WH Operator 2B	593.70
WH Operator 3	625.20
WH Operator 4	676.70
Miscellaneous	
PP Learner Operator	563.50
Packaging Products Crane Operators	
Crane Operator 1	593.70
Crane Operator 2	625.20
Crane Operator 3	655.40
Crane Operator 4	698.70
12. Supply Operations	
Warehousing and Distribution Department	
Warehousing and Distribution - Entry Level	563.50
Warehousing and Distribution - Operator 1	593.70
Warehousing and Distribution - Operator 2	625.20
Warehousing and Distribution - Operator 3	655.40
13. Maintenance	
Maintenance Ironworkers	
Maintenance Ironworker - Level 1	563.50
Maintenance Ironworker - Level 2A	578.60
Maintenance Ironworker - Level 2	609.30
Maintenance Ironworker - Level 3	640.10
14. Rail Transport	
Shunter	698.70
Driver	736.00
Trainer	792.60

Table 2 - Graded Trades Rates Of Pay

Description	Rate of pay per 38-hour week from the first pay period on or after 18th March 2005 (i.e. 20th March 2005) \$
1. Electrical Trades (inclusive of a tool allowance of \$11.80 per 38- hour week)	
Electrical Tradesperson (E) Base Level	699.30
Electrical Tradesperson (E) Level 1	723.90
Electrical Tradesperson (E) Level 2	753.90
Electrical Tradesperson (E) Level 3	783.50
Electrical Tradesperson (E) Level 4	815.70
Electrical Tradesperson (E) Level 5	834.80
Electrical Tradesperson (E) Level 6	881.90
2. Mechanical Trades (inclusive of a tool allowance) of \$11.80 per 38- hour week	
Graded Tradesperson (M) Base Level	681.70
Graded Tradesperson (M) Level 1	705.30
Graded Tradesperson (M) Level 2	734.10
Graded Tradesperson (M) Level 3	762.90
Graded Tradesperson (M) Level 4	794.10
Graded Tradesperson (M) Level 5	812.20
Graded Tradesperson (M) Level 6	857.30

3. Refractory Installation Bricklayers	
Refractory Installation Bricklayer - Base Level	708.20
Refractory Installation Bricklayer - Level 1	721.30
Refractory Installation Bricklayer - Level 2	752.60
Refractory Installation Bricklayer - Level 3	768.20
Refractory Installation Bricklayer - Level 4	791.50

Table 3 - Apprentices

	Rate of Pay and tool allowance per 38-hour week from the first pay period commencing on or after 18 March 2005 \$	
1. Four Year Term	Rate of Pay	Tool Allowance
Apprentice 1st Year	279.85	5.05
Apprentice 2nd Year	361.20	6.50
Apprentice 3rd Year	480.80	8.75
Apprentice 4th Year	551.25	10.15
2. Three Year Term	Rate of Pay	Tool Allowance
Apprentice 1st Year	320.55	5.80
Apprentice 2nd Year	480.80	8.75
Apprentice 3rd Year	551.25	10.15

Table 4 - Annualised Salary Rates Of Pay

Item 1. No. 2 Blower Station		
Rates of Pay Shift Crew Operators (Annualised) - From the first pay period commencing on or after 18 March 2005.		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Shift Crew Operator 2	876.20	74,399.60
Shift Crew Operator 3	928.80	78,638.00
Shift Crew Operator 4	947.40	80,136.80
Shift Crew Operator 5	976.40	82,473.50
Relief Crew Operator 2	876.20	62,407.70
Relief Crew Operator 3	928.80	65,939.40
Relief Crew Operator 4	947.40	67,188.30
Relief Crew Operator 5	976.40	69,135.40
Day Crew Operator 1	909.10	49,683.60
Day Crew Operator 2	869.80	47,535.80
Day Crew Operator 3	843.30	46,087.50
Day Crew Operator 4	802.80	43,874.10
Day Crew Operator 5	740.30	38,495.60
Item 2 Blast Furnaces		
Blast Furnace Operators		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Entry Level	671.60	59,791.00
Base Level 1	765.70	67,614.60
Base Level 2	824.30	72,491.80
Level 1	876.20	76,811.40
Level 2	898.20	78,642.40
Level 3	947.40	82,737.30
Level 4	976.40	85,150.90

Blast Furnace Mechanical Tradespersons		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Base	873.10	77 359.90
Level 1	904.80	79 998.30
Level 2	933.60	82 395.30
Level 3	974.30	85 782.70
Level 4	1 005.50	88 379.40
Level 5	1 023.60	89 885.90
Level 6	1 068.70	93 639.60
Blast Furnace Electrical Tradespersons		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Base	919.20	81,270.80
Level 1	951.80	83,984.00
Level 2	981.80	86,480.80
Level 3	1023.30	89,934.80
Level 4	1055.50	92,614.80
Level 5	1 046.20	91,840.90
Level 6	1 093.30	95,761.00
Item 3 - Temper Mills		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Entry Level Operator	725.20	62,232.40
Team Operator	1,004.00	84,697.50
Item 4 - Raw Materials Handling		
Level	Base Weekly Rate from first pay period to commence on or after 18 March 2005 \$	Total Annual Rate from first pay period to commence on or after 18 March 2005 \$
Entry Level	671.20	58 713.10
RM Process Operator Level 1	765.70	66 392.90
RM Process Operator Level 2	824.30	71,180.60
RM Process Operator Level 3	928.80	79,718.20
RM Process Operator Level 4	947.40	81,237.90

Table 5 - Unanderra Coil Processing

Metpol	Base Weekly Rate from first pay period commencing on or after 18th March 2005 \$
Metpol Operator Grade 1	706.70
Metpol Operator Grade 2	731.20
Metpol Operator Grade 3	750.70
Metpol Operator Grade 4	803.50
Metpol Operator Grade 5	831.50
Metpol Operator Grade 6	862.20
Metpol Operator Grade 7	896.30
Metpol Operator Grade 8	929.90
Metpol Operator Grade 9	940.10
Metpol Operator Grade 10	965.70

Metpol Operator Grade 11	997.10
Metpol Operator Grade 12	1,042.90
Metpol Mechanical Tradesperson	1,028.70

Table 6 - Port Kembla Transport Facility

CRM Road & Transport Facility	Base Weekly Rate from first pay period commencing on or after 18th March 2005 \$
General Transport Operator	657.10
Transport Operator - Grade 2	678.40
Training Transport Operator	576.40

Table 7 - Other Rates And Allowances

Special Rates to be effective from the first pay period commencing on or after 18th March 2005			
Item No	Clause No	Brief Description	\$
	8	Special Rates	
1	8.1.1	Large Power Houses - Employees employed in large power houses (developing more than 8,000 kilowatts) - Per 38 Hour Week Mechanical and Electrical Tradespersons 1st and 2nd Year electrical and mechanical apprentices Maintenance non-trades employees assisting mechanical or electrical tradespersons	22.70 4.55 11.35
2	8.1.2	Ship Repairing - Per 38 Hour Week Mechanical and Electrical tradespersons Other employees	11.10 9.00
3	8.1.3	Electrical Trades Licence Qualified Supervisor's Certificate (Electrician) Allowance Certificate of Registration (Electrician) Allowance	28.40 15.30
4	8.1.4	Scaffolder's Licence - Per 38 Hour Week Certificate of Competency as a Scaffolder: Class 1 or 2 Class 3 or 4	7.70 4.40
	9	General Disability Rates Hot Places - Per Hour	
5	9.1.1	Electrical/Mechanical Tradespersons/maintenance non-trades: employees Temperature raised artificially to between 46 and 54 degree Celsius Temperature exceeds 54 degrees Celsius	0.42 0.52
6	9.1.2	Hot Work - Per Hour Temperatures raised by artificial means to above 49 degrees	0.41
7	9.1.3	Wet Work - Per Hour Mechanical tradespersons and maintenance non-trades employees	0.41
8	9.1.4	Dirty Work - Per Hour Mechanical and electrical tradespersons and maintenance non-trades employees engaged in work other than ship repair work Dirty Ship Repair Work	0.42 0.52
9	9.1.5	Restrictive Spaces - Per Hour Mechanical and electrical tradespersons and maintenance non-trades employees	0.52
10	9.1.6	High Places - Per Hour Electrical and Mechanical tradespersons and maintenance non-trades other than riggers and splicers	0.30
11	9.1.7	Oil Tanks - Per Hour Mechanical tradespersons and maintenance non-trades employees	0.42

12	9.1.8	Explosive Powered Tools - Per Hour All Employees Minimum payment	0.15 1.14
13	9.1.9 9.3 9.3.1	Slag Wool - Per Hour Electrical Tradespersons - Toxic Substances - Per Hour	0.52
14	9.2.1(c)	Quantities of 0.5 kg or over	0.52
15	9.2.1(d)	Working in close proximity to Bricklayers and Labourers -	0.46
16	9.3.1	Brick lining stacks etc: - Per Hour At a height of 15 but not more than 30 metres For each further 15 metres increase above 30 metres	0.15 0.15
17	9.3.2	Boiler Chambers	0.32
18	9.3.3	Clothing allowance when working inside stacks and flues etc - Per Shift or part therefore Other Employees - Applying obnoxious substances - Per Hour	1.21
19	9.4.1	Preparation and/or application of epoxy based materials or like substances	0.52
20	9.4.1(b)	Applying such epoxy-based substances when the air conditioning plant is not operating	0.32
21	9.4.1(d)	Working in close proximity to employees so engaged	0.48
22	9.4.2 15	Spray Painting - Per Hour Tradesperson and Brush Hand painters spray painting in a booth not approved by Government Authority Shift Work Allowances for Shift Workers	0.41
23	15.1.1	Shift Workers whilst working rotating shift - Per 38 Hour Week	64.60
24	15.1.1(a)	When at least one-third of working time in the full cycle of the roster is not on day shift - Per 38 Hour Week	43.10
25	15.1.2	Rotating Shift Worker when engaged under a roster system which does not provide for at least one-third of working time in the full cycle of the roster on day shift (a) Day shift, night shift (per 38 hour week) (b) Day shift, afternoon shift (per 38 hour week) (c) Day shift, day shift, afternoon shift (per 38 hour week) (d) Day shift, day shift, night shift (per 38 hour week)	64.60 55.00 55.00 55.00
26	15.1.3	Shift Workers working shift work on shift systems as follows: (a) Night shift, afternoon shift (per 38 hour week) (b) Night shift only (per 38 hour week) (c) Afternoon shift only (per 38 hour week)	85.90 85.90 85.90
27	15.1.4	Shift Workers who work any afternoon shift or night shift other than under 15.1.1, 15.1.2 and 15.1.3 above and not paid in respect of any day shift worked - Per Shift	25.90
28	22.3.4 22.3.5(b) 22.3.6	Overtime, meal allowance - Per Meal	9.40

PART D

APPENDIX - UNRESTRUCTURED CLASSIFICATIONS

A. Application

The clauses contained in this appendix apply only to those classifications listed in clause E, Rates of Pay - Unrestructured Classifications, of this appendix.

B. Leading Hands

Employees appointed by the Company as leading hands will be paid additional amounts as set out below.

Leading Hands	Rate of pay Per 38-hour week. The first pay period commencing on or after 18/3/2005 \$
Production Leading Hands	
If in charge of not more than five employees	21.10
If in charge of more than five but not more than fifteen employees	31.80
If in charge of more than fifteen	44.60
Maintenance Leading Hands	
If in charge of not less than three and not more than ten employees	29.10
If in charge of more than ten and not more than twenty employees	43.80
If in charge of more than twenty employees	55.90

C. Mixed Functions

Unless otherwise specified, the following will apply:

- C.1 Employees, who are required to do work carrying a higher rate than his or her ordinary classification for 2 hours or more on any day or shift, will be paid at the higher rate for the whole of the day or shift.
- C.2 Subject to C.1 of this clause, an employee, who on any day or shift is required to do work of a higher paid classification for at least 1 hour, will be paid the rate prescribed for such work whilst so engaged.
- C.3 Employees required to do work carrying a lower rate than his or her ordinary classification will be entitled to payment at the rate of his or her ordinary classification except:
- C.3.1 Where, because of a strike by fellow employees in the establishment in which this person is employed, work in his or her ordinary classification is not available and where the period spent on the work carrying the lower rate is at least 1 hour; and
- C.3.2 In respect of work on overtime, where the period spent on the work carrying the lower rate is at least 1 hour.
- C.3.3 This specifically excludes employees working in restructured departments within a graded ironworker structure.

D. Tool Allowance

Tradespersons - A tradesperson will be paid an allowance as set out below per 38-hour week for supplying and maintaining tools ordinarily required in the performance of his or her work as a tradesperson. The allowance will apply for all purposes of the award.

Tool Allowance	\$
Mechanical Tradesperson	11.80
Electrical Tradesperson	11.80
Bricklayer	14.80

E. Rates Of Pay - Unrestructured Classifications

Description		Rate of pay Per 38-hour week from the 1st pay period on or after 18/3/2005 \$
Coke Ovens Department		
By-Products		
	Operator 1	625.20
	Operator 2	655.40
	Operator 3	676.70
	Operator 4	717.40
Miscellaneous		
	Cooler attendant	554.60
	Greaser	582.20
	Road suction sweeper operator	565.80
	Refractory sprayer	547.50
	Refractory sprayer (dry)	633.20
Blast Furnace Department		
Miscellaneous		
	Founder	665.20
	Forklift Driver	589.60
	Greaser	547.50
	Labourer	535.40
Sinter Plant Department		
Ore Handling		
	Raw Materials Yard Attendant	554.60
	Chaser 1st Grade	618.70
Sinter Station		
	Sinter Station Attendant	576.70
	Sinter Plant Operator - Level 1	605.80
	Sinter Plant Operator - Level 2	629.50
	Sinter Plant Operator - Level 3	725.10
Miscellaneous		
	Front End Loader Driver	597.10
	Mechanical Sweeper Operator	554.60
	Greaser	565.80
	Forklift Driver	582.20
	Bobcat Operator	589.60
	Labourer	535.40
Power Department		
No. 1 Power House		
	Control room operator	722.20
	Crane driver	593.70
	Crane driver - when installing and removing	597.10
	Boiler cleaner	539.60
	Operator 1	672.90
	Operator 2	655.40
	Operator 3	632.70
	Operator 4	621.00
	Operator 5	571.40
	Operator 6	559.00

No. 2 Blower Station		
	Operator - 1	709.30
	Operator - 2	688.30
	Operator - 3	661.10
	Operator - 4	633.20
	Operator - 5	582.20
	Operator - 6	571.40
	Water treatment plant attendant	576.70
	Crane driver	593.70
	Crane driver - when installing and removing turbine rotors	597.10
	Oil attendant	576.70
Outside Services		
	Services Operator 1	633.20
	Services Operator 2	618.70
	Services Operator 3	593.70
	Services Operator 1 in Training	625.20
Miscellaneous		
	Forklift driver	582.20
	Labourer	535.40
	Leading Power House Attendant	705.50
	Machine scarfer operator	653.20
Steelmaking		
Miscellaneous		
	Front end loader driver	589.60
	Fork lift driver	589.60
BOS Plant		
Miscellaneous		
	Pump & water treatment attendant	629.50
	Greaser	547.50
	Front end loader driver	599.50
	Forklift driver	582.20
	Mechanical sweeper operator	539.60
	Labourer	535.40
Slab Caster Department		
	Leading slab processing attendant	682.00
	Slab processing attendant	653.20
Slab Yard Operations		
	Slab yard crane driver	655.40
	Deseamer (cold steel)	576.70
	Deseamer - special class	633.20
	Fork lift driver	582.20
	Crane chaser	547.50
	Brush hand	576.70
	Labourer	535.40
Hot Strip Mill		
Strip Mill		
	Operator 2	655.40
Miscellaneous		
	Greaser (including crane greaser)	547.50
	15 tonne coil storage crane driver	585.70
	Machine shop crane driver	593.70
	Tally person	565.80
	Crane chaser (other)	547.50
	Live gear operator	539.60
	Labourer	535.40
	Chuck change operator	593.70

	Hot strip mill shop crane chaser	554.60
	Systems Attendant	622.00
	Relief person	597.10
	Forklift driver	582.20
	Brush Hand	576.70
Plate Mill Department		
	Plate Mill Operations	
	Operator 1	662.60
	Operator 2	625.20
	Operator 3	618.70
	Operator 4	585.70
	Operator 5	559.00
	Operator 6	539.60
	Crane driver 1	593.70
	Crane driver 2	585.70
	Forklift driver	589.60
	Water treatment plant attendant	554.60
	Relief person (continuous furnace)	544.50
	Roller operator	712.90
	Plate processing operator grade 5	765.00
	Plate processing operator grade 3	698.70
	Plate processing operator grade 2	655.40
	Plate processing operator grade 1	625.20
	Plate mill operator grade 5	765.00
	Plate mill operator grade 4	736.00
	Plate support operator	655.40
	Plate services coordinator	625.20
	Learner operator	593.70
	Warehouse	
	Warehouse Despatcher	593.70
	Narrow Cold Rolled Products	
	Operator 1	669.70
	Operator 2	633.20
	Operator 3	565.80
	Miscellaneous	
	Brush Hand	576.70
Rail Transport		
	Locomotive Operations	
	Locomotive driver	681.40
	Locomotive driver - learner	635.80
	Shunter - learner	589.60
	Shunter	635.80
	Guard	644.70
	Locomotive cleaner	539.60
	Railway points person	597.10
	Point greaser	550.20
	Fuel person	547.50
Spares Operations		
	Despatch store person	589.60
	Store person	565.80
	Labourer whose work includes painting	547.50
	Other labourer	539.60
	Spares area attendant - Grade 1	629.50
	Spares area attendant - Grade 2	618.70
	Steel storage attendant	599.50
	Forklift Driver	582.20

Electrical Shop		
	Crane driver	585.70
	Mobile crane driver	593.70
	Pendant crane operator	605.80
Instrument Shop		
	Forklift Driver	582.20
Laboratories		
	Sampler	589.60
	Chemical Laboratory Store person	576.70
	Machine operator 1	596.60
	Machine operator 2	571.40
	Labourer	535.40
General Store		
	Store person - Grade 1	597.10
	Store person - Grade 2	582.20
	Store person - Grade 3	576.70
	Store person - Grade 4	565.80
	Delivery hand	547.50
	Labourer	535.40
	Forklift driver	589.60
	Brush Hand	576.70
	Chaser 1st Grade	618.70
	Chaser 2nd Grade	589.60
Electrical Trades		
The following tradesperson classifications shall only apply to employees who are classified as such as at 18 May 1987 -		
	Electrical lines person	676.10
	Electrical trades person (including tool allowance)	676.10
	Electrical trades person - grade 1(including tool allowance)	695.20
	Electrical tradesperson - grade 2(including tool allowance)	714.20
	Electrical tradesperson - grade 3(including tool allowance)	748.10
	Electrical tradesperson - grade 4(including tool allowance)	777.40
	Maintenance Tradesperson (Electrical)(including tool allowance)	699.30
	Assistant to Electrical Tradesperson	560.00
	Instrument fitter (including tool allowance)	714.20
	Instrument tradesperson - grade 1(including tool allowance)	714.20
	Instrument tradesperson - grade 2(including tool allowance)	748.10
	Instrument tradesperson - grade 3(including tool allowance)	777.40
	Electronics tradesperson - grade 2(including tool allowance)	748.10
	Electronics tradesperson - grade 3(including tool allowance)	777.40
An additional amount per week of \$28.40 shall be paid to an employee employed and working as an electrical tradesperson and possessing an Electrician's "A" Grade Licence and an amount per week of \$15.30 for an Electrician's "B" Grade Licence issued under the <i>Electricity Development Act 1945 - 1965</i> .		
Building Trades		
	Bricklayer (including tool allowance)	674.10
	Bricklayer when engaged on refractory work (including tool allowance)	694.70
	Brush hand required to hold scaffolders certificate	582.20
	Brush hand (other than labourer next provided for)	576.70
	Labourer touching up brickwork and floors and foundations of engines and machinery and standards near the ground	535.40
	Chaser 1st Grade	618.70
	Chaser 2nd Grade	589.60
	Labourer Assisting Building Trades Tradesperson	547.50

Miscellaneous		
	Rope inspector	647.40
	Bricklayer's labourer engaged on stacking in a compound area or working at brick storage areas	547.50
	Bricklayer's labourer - Coke Ovens Department	618.70
	Bricklayer's labourer (other)	593.70
	Gear chaser:	
	First grade	618.70
	Second grade	589.60
Engineering		
	Fitter	658.40
	Fitter - turbine blade	665.00
	Marker off (i.e. a fitter the greater part of whose time in any one weekly pay period is occupied marking off)	668.00
	Turner	658.40
	Inspector	690.20
	Boilermaker and/ or structural steel tradesperson	658.40
	Marker-off (i.e. a tradesperson the greater part of whose time in any one weekly pay period is occupied in marking off and/or template making)	668.00
	Welder - special class (as defined)	668.00
	Welder - 1st class (as defined)	658.40
	NC Programmer	690.20
	CNC Grinder Operator	699.10
	CNC Programmer/Operator	690.20
	Maintenance Tradesperson (Mechanical/Fabrication)	682.10

PART E

SCHEDULES

SCHEDULE 1

RAIL OPERATIONS ARRANGEMENTS

1. In the event of any strike or other industrial action by locomotive drivers and shunters employed by BlueScope Steel (AIS) Pty Ltd (the Company) in its Rail Operations Department at the Port Kembla Steelworks:
 - (a) Staff employees shall be first engaged for the handling of hot metal and slabs, but such drivers and shunters as are nominated by the Company as being required to supplement the staff employees for the handling of hot metal and slabs in order to ensure compliance with clause 37 of this Award must cease and refrain from engaging in any strike or other industrial action.
 - (b) Where the driver or shunter nominated in accordance with subclause 1(a) above becomes unavailable for work due to any cause other than industrial action (for example, illness), the Company may nominate replacements.
2. During the first 8-hour period of any strike or other industrial action the Company may require the usual seven locomotives to be operated for the purpose of handling hot metal and slabs
3. During the period following the first 8 hours referred to in subclause 2 above the Company may require up to 5 locomotives to be operated for the purpose of handling hot metal and slabs.
4. The Australian Workers' Union, New South Wales and its officials, and employees must take all reasonable steps to ensure that these orders are complied with by its delegates and members.

SCHEDULES 2**SLAB YARD ARRANGEMENTS**

1. If the industrial action is in another Department and the Slab Yard is not involved, all the Slab Yard employees will work as normal and process slabs that have not been produced during the industrial action. These arrangements are the same as in the past where slabs already in the system and in the yard were processed. Any slabs produced during the industrial action (from metal that would previously been dumped) are to be handled as per clause 37.3.6 which states: Subject to subclauses 37.3.3, 37.3.5 and 37.3.7 all slabs produced during the course of industrial action shall be stored at locations selected by the Company and will not be further handled, dispatched or processed until the actual cessation of the industrial action, provided that the slabs shall be further handled (but not dispatched or processed) to the extent necessary for reasons of safety or to enable effect to be given to the objects of this Clause and the requirements of this subclause 37.3. Information regarding the identity of these slabs will be made available to employees and the Union.
2. If any industrial action affects the Slab Yard, slabs produced during the industrial action will be received and stored in a manner that ensures no hot metal is dumped and that slabs are stacked in their final storage destination. To allow this to happen:
 - (a) Three (3) Slab Handlers will remain (or be notified to work). They will receive and store slabs.
 - (b) The Slab Handlers that remain to receive slabs will work as a team and will move to the various locations to store slabs as they are received.
 - (c) The Slab Handlers to work on each shift for the duration of the industrial action will be determined by current overtime allocation rules.
 - (d) As determined by the overtime rules, the Slab Handlers must have the required skills to enable them to receive and store slabs as set out in this Schedule.
 - (e) The Slab Handlers may request and with the agreement of the supervisor make some other arrangements at the time, depending on the circumstances to:
 - (i) ensure safe stacking and access to slabs;
 - (ii) ensure the crew has a safe and reasonable work load;
 - (iii) ensure no hot metal is dumped and slabs are stacked in their correct storage areas.

SCHEDULE 3**PACKAGING PRODUCTS PROCEDURE TO MEET URGENT CUSTOMER NEEDS**

This procedure would apply where there is a need to supply Domestic Customers with urgent stocks during an industrial dispute.

Major domestic customers potentially affected by a stock out situation include:

Amcor - Melbourne, Brisbane
National Can - Melbourne, Sydney
Visypack - Melbourne, Wodonga

1. Domestic Customer will notify Customer Custodians of stock situation.
2. So as not to affect a Customer's normal operations and cause a stock out of any product (as per the definition in clause 37.4), a list of urgent despatch items already packed and awaiting despatch will be prepared by the Customer Custodian. The Customer Custodian will assess stock availability in the Tin

- Mill and prepare a report for the Manager Packaging Products Planning & Scheduling (or his/her deputy).
3. The report will contain details on the following:
 - name of the Domestic Customer
 - product and quantity required
 - destination
 - when it will be required
 4. A copy of the report will be provided to the relevant Employee Representative and Union Office.
 5. Despatches of urgent material would occur on D/S only and employees would only be required to work for the time it takes to maintain delivery of urgent customer orders and will be paid at the appropriate award rate.
 6. Manning levels during this period will be negotiated on a needs basis for a minimum skeleton crew, to ensure safe and efficient despatch of urgent material:
 - if the industrial dispute continues for a period greater than 24 hours, the workers required will rotate through the crews;
 - the crew rostered during this period will not be required to work; and
 - if required, transport will be arranged for personnel in call out situation.
 7. Maintenance personnel who service Packaging Products cranes will be required to perform any necessary work on equipment to allow the despatch of urgent orders. This will include situations where those employees are on strike themselves. It is anticipated that any required maintenance personnel would only need to remain at work upon commencement of industrial action if there is incomplete maintenance work that must be finished to allow urgent despatch of product.

All other circumstances where trades persons may need to attend to equipment issues to ensure urgent despatch continues can be dealt with under Clause 6 of this procedure.
 8. Disagreement Regarding "Urgent Orders" – where a disagreement arises concerning urgent orders, orders as determined by the Customer Services officer must still be despatched. Either during the stoppage or at the conclusion of the industrial disputation and employees have returned to work, a discussion will be held which will generally involve Customer Service/Logistics, Operations, Union officials and Employee Representatives in an effort to resolve the disagreement. If the parties are unable to agree, then the issue will be referred to the Commission for resolution. If there is a disagreement about what is urgent during strike action, the despatch of product will continue once the Commission is involved.
 9. Redress if product is not urgent – if during the process described in point 8 above it has been demonstrated that the Company knowingly had product despatched that was not urgent (by definition of clause 37.4.11 of this Award), the unions may make application to the Commission of an industrial dispute for the removal (in part or whole) of the Urgent Despatch provisions (sub clause 37.4). The Unions bear the onus of making out a case for such removal. The Commission's determination shall be binding on the parties.

SCHEDULE 4

PLATE MILL PROCEDURE TO MEET URGENT CUSTOMER NEEDS

Operation and Intent

This procedure prescribes how clause 37, Regulation of Disturbances to Production and Supply, and particularly subclause 37.4, Meeting Urgent Customers Needs of this Award is to be implemented in the Plate Mill.

Procedure to Meet Urgent Customer Needs

This procedure applies where there is a need to supply customers with urgent plate product, so as not to affect their normal operations, during the unlikely event of an industrial dispute.

All disputes and issues should be resolved in accordance with the dispute setting procedure and without recourse to industrial action that would adversely impact on those customers.

Procedure to Meet Urgent Customer Needs

1. **Advising Industrial Disputation** - In the event of industrial action occurring, employee representatives and/or Union officials will immediately advise the Plate Processing and Plate Despatch Managers that employees have voted to go on strike, before employees leave the site.
2. **Immediate Despatch Discussions** - Before employees leave the site as a result of industrial action, employee representatives and/or Union officials will hold a discussion with Company Officers in relation to urgent orders and/or maintenance work which is deemed necessary to allow urgent despatch. The discussion will generally involve:
 - (a) Plate despatch and/or plate processing managers;
 - (b) plate processing and plate despatch employee representatives;
 - (c) relevant Union official (if available);
 - (d) customer service officer(s).

The minimum number of employees, to safely and efficiently complete the urgent despatch work will remain at work until these discussions are held and items despatched. It is anticipated that any maintenance personnel would only need to remain at work during such discussions if there is incomplete maintenance work that must be finished to allow urgent despatch of the product.

3. **Urgent Despatch List** - So as not to affect the customer's normal operations and cause a stock out of any product (as per the definition in clause 37.4.11 of this Award) the Customer Service Officers will prepare a list on the shift of the dispute that will show in addition to the items required of central stock and the items for project work the other items of general and standard plate requiring urgent despatches.

Those customers requiring items of "Central Stock" are deemed automatically to be requiring urgent despatch. Project and standard plate items shall be deemed urgent in the event that the customer is in a stock out position and/or where the progress of a project is being delayed due to a stock out situation.

The list will contain details on the following:

name of the Customer;

product and quantity required;

destination;

when it will be required to be despatched.

The items as determined by the Customer Services Officer(s) will be despatched. Where there is disagreement about urgent items, this will be discussed when employees return to work (refer to point 8 of this procedure).

The Customer Service list of urgent despatches required during the dispute will be provided to the relevant employee representatives and/or Union officials at the despatch discussions (refer point 2 of this procedure). The list will also be faxed to the relevant Union office(s).

4. **Despatch of Urgent Orders** - The items listed by the Customer Service Officer(s) will then be required to be safely despatched during the industrial dispute. This shall be carried out on the following basis:
 - (a) **Roster** - Selection of employees required to perform the urgent despatch tasks during the dispute period shall be selected from the crew normally rostered to work the shift in dispute and the departmental overtime system shall be used to allocate individuals to the tasks required to perform the urgent despatching. Only those employees that are needed to carry out the agreed work will be required.
 - (b) **Manning** - A minimum number of employees will be made available as required to safely and efficiently carry out the despatch work.
 - (c) **Time at Work** - Employees will only be required to work for the time required to organise and complete the despatch of the items deemed urgent by the Customer Service Officer(s).
 - (d) **Payment** - Employees will be paid the appropriate Award rates for the time they are at work performing urgent despatch, rounded to the nearest 15 minutes.
 - (e) **Despatch Methods** - Despatch will occur either by lorry or rail direct to the customer or a warehouse facility used by the customer.
5. **Ongoing Discussions** - Discussions will be held regarding urgent despatch on an ongoing basis throughout the period of the industrial action and will occur at 7.20 am on the day shift, 3.20 pm on the afternoon shift and 11.20 pm on the night shift, or as otherwise necessary.
6. **Residual Processing Work** - In an event that there is a residual amount of an order to be processed to enable despatch of it to occur and there are special or urgent considerations applying to the order, these circumstances shall be raised and discussed between the relevant Company representatives and the relevant employee representatives with the view to reaching agreement. Residual processing could include shearing of product, gas cutting of product, levelling of product, grinding of blemishes on urgent product and remarking of product. If no agreement is reached then either party may seek the assistance of the Commission.
7. **Maintenance Work** - Where a piece of equipment is broken down that is required to facilitate the despatch of urgent product the necessary Plate Mill maintenance personnel will also be required to attend work for the duration of the time required to fix the equipment breakdown. This will also include situations where the necessary Plate Mill maintenance personnel are on strike themselves. Refer to arrangements in point 4 of this procedure for determining the required roster, manning, time at work and payment for maintenance personnel required to fix the equipment breakdown. The performance of maintenance work also includes contractors required to repair/maintain despatch related equipment (eg, cranes/forklifts).
8. **Disagreement Regarding "Urgent Orders"** - Where a disagreement arises concerning urgent orders determined by the Customer Service Officers, product will be despatched as per the sheet. A meeting regarding the disagreement can be called during the stoppage or at the conclusion of the industrial dispute when employees have returned to work. If requested this will generally involve Customer Service/Logistics, Operations, Union officials and Employee representatives in an effort to resolve the disagreement. If the parties are unable to agree then the issue will be referred to the Commission for resolution.

9. **Redress if product is not urgent** - If during the process described in point 8 of this procedure it has been demonstrated that the Company knowingly had despatched product that was not urgent (by definition of clause 37.4.11 of this Award), the unions may make application to the Commission of an industrial dispute for the removal (in part or whole) of the Urgent Despatch provisions (subclause 37.4). The unions bear the onus of making out a case for such removal. The Commission's determination shall be binding on the parties.

SCHEDULE 5

HOT COIL PROCESSING AND DESPATCH AND UNANDERRA COIL PROCESSING PROCEDURE TO MEET URGENT CUSTOMER NEEDS

Operation and Intent

This procedure prescribes how clause 37, Regulation of Disturbances to Production and Supply, and particularly subclause 37.4, Meeting Urgent Customers Needs of this Award is to be implemented in the Hot Coil Processing and Despatch (HCPD) and the Unanderra Coil Processing (UCP) Sections of the Hot Strip Mill (HSM).

This procedure applies where there is a need to supply customers with urgent plate product, so as not to affect their normal operations, during the unlikely event of an industrial dispute.

All disputes and issues should be resolved in accordance with the dispute setting procedure and without recourse to industrial action that would adversely impact on those customers.

Procedure

1. **Advising Industrial Disputation** - In the unlikely event of industrial action occurring, employee representatives and/or Union officials will immediately advise the HCPD Manager/UCP Manager that employees have voted to go on strike, before employees leave the site.
2. **Immediate Despatch Discussions** - Before employees leave the site as a result of industrial action, employee representatives and/or Union officials will hold a discussion with Company Officers in relation to urgent orders and/or maintenance work which is necessary to allow urgent despatch (eg, forklift or crane maintenance). The discussion will generally involve:
 - (a) HCPD Manager/UCP Manager and/or his stand-in if on A/L;
 - (b) HCPD/UCP employee representative;
 - (c) relevant Union official (if available);
 - (d) customer custodian officer(s).

The minimum number of employees, to safely and efficiently complete the urgent despatch work will remain at work until these discussions are held and items despatched. It is anticipated that any maintenance personnel would only need to remain at work during such discussions if there is incomplete maintenance work that must be finished to allow urgent despatch of the product.

All other circumstances where tradespersons may need to attend to equipment issues to ensure urgent despatch continues can be dealt with under clause 4 of this procedure.

3. **Urgent Despatch List** – So as not to affect the customer's normal operations and cause a stock out of any product (as per the definition in clause 37.4.11 of this Award), a list of urgent despatch items awaiting despatch, will be prepared by the Customer Custodian Officer.

The Customer Custodians are in contact daily with our major domestic customers and less frequently with our smaller customers. The Customer Custodian prepares a daily Priority Despatch sheet that is

used in day to day despatch operations. This sheet highlights any urgent despatches or stock out situations.

name of the Customer;

product and quantity required;

destination for delivery;

when it will be required.

This report is used on a daily basis to manage priority despatches.

The items as determined by the Customer Custodian must be despatched. Where there is disagreement about urgent items, this will be discussed when employees return to work (refer to point 7 of this procedure).

This Customer Custodian report will be provided to the relevant employee representatives and/or Union officials at the despatch discussions (refer point 2 above). The will also be faxed to the relevant Union office(s).

4. **Despatch of Urgent Orders** - Despatches of urgent material would occur when the transport is available and the following guidelines should be used:
 - (a) **Roster** - Employees should agree on a roster to determine who will stay, or come in to work, to perform the necessary tasks to despatch the urgent orders. This roster should be made available to employees so they are aware when they are required. These employees must attend or organise another employee to swap their place in the roster.
 - (b) **Manning** - A minimum number of employees will be made available as required to safely and efficiently carry out the despatch work.
 - (c) **Time at Work** - Employees will only be required to work for the time it takes to organise and complete the despatch of the items.
 - (d) **Payment** - Employees will be paid the appropriate Award rates for the time they are at work performing urgent despatch, rounded to the nearest 15 minutes.
 - (e) **Despatch Methods** - Despatch will occur as normal direct to the customer, or via a warehouse facility.
5. **Ongoing Discussions** - Discussions will be held regarding urgent despatch on an ongoing basis throughout the period of the industrial action.
6. **Maintenance Work** - Maintenance employees who service HCPD/UCP plant, will be required to perform any necessary work on equipment to allow the despatch of urgent items. This will include situations where those groups are on strike themselves. Arrangements in clause 4 (above) applies to these situations.

The performance of maintenance work also includes contractors required to repair/maintain despatch related equipment (eg, cranes/forklifts).
7. **Residual Processing Work** - There may be instances where some residual work needs to be completed to allow urgent orders to be processed and despatched. Discussions will be held with a view to reaching agreement to perform this residual work. If no agreement is reached then either party may seek the assistance of the Commission.
8. **Disagreement Regarding "Urgent Orders"** - Where a disagreement arises concerning urgent orders, orders as determined by the Customer Custodian Officer must still be despatched. Either during the stoppage or at the conclusion of the industrial dispute and employees have returned to work, a

discussion will be held which will generally involve Customer Custodian/Logistics, Operations, Union officials and Employee representatives in an effort to resolve the disagreement. If the parties are unable to agree then the issue will be referred to the Commission for resolution. If there is a disagreement about what is urgent during strike action, the despatch of product will continue even once the Commission is involved.

9. Areas not on strike - Whilst HCPD employees are on strike, all other areas of the site will continue to perform their normal work. This may require product to be placed in other areas and/or transported to allow operations to continue as long as possible. This includes planned maintenance work being performed in the area(s) of the employees on strike.
10. Redress if product is not urgent - If during the process described in point 8 above it has been demonstrated that the Company knowingly had product despatched that was not urgent (by definition of clause 37.4.11 of this Award), the unions may make application to the Commission of an industrial dispute for the removal (in part or whole) of the Urgent Despatch provisions (subclause 37.4). The unions bear the onus of making out a case for such removal. The Commission's determination shall be binding on the parties.

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

Printed by the authority of the Industrial Registrar.

**BLUESCOPE STEEL LIMITED - SPRINGHILL AND CRM
EMPLOYEES AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by BlueScope Steel Ltd.

(Nos. IRC 6748 & 6479 of 2005)

Before The Honourable Justice Walton, Vice-President

13 January 2006

AWARD

PART A - GENERAL CONDITIONS

DIVISION 1 - APPLICATION AND OPERATION OF AWARD

1. Award Title

This award is entitled BlueScope Steel Limited - Springhill and CRM Employees Award 2006.

2. Arrangement

PART A - GENERAL CONDITIONS

DIVISION 1 - APPLICATION AND OPERATION OF
AWARD

1. Award Title
2. Arrangement
3. Area, Incidence and Duration
4. Definitions
5. No Extra Claims

DIVISION 2 - RATES OF PAY AND RELATED
MATTERS

6. Rates of Pay
7. Superannuation
8. Special Rates (all purpose)
9. Disability Rates
10. Maximum Payment
11. Retention of Rate
12. Time and Payment of Wages

DIVISION 3 - HOURS OF WORK

13. Hours of Duty
14. Employees Presenting Themselves for Work and Not Required

DIVISION 4 - SHIFT WORK AND OVERTIME

15. Shift Work Allowances for Shift Workers
16. Saturday Rates for Shift Workers

17. Shift Workers Whose Ordinary Working Period Includes Sundays And Public Holidays as Ordinary Working Days
18. Sunday and Public Holiday Rates
19. Night Work for Day Workers and Day Shift Workers
20. Transfer of Day Workers from Day Work to Shift Work
21. Transfer of Shift Workers
22. Overtime

DIVISION 5 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays
24. Sick Leave
25. Personal/Carer's Leave
26. Annual Leave
27. Days Added to The Period of Annual Leave or Long Service Leave
28. Long Service Leave
29. Jury Service
30. Compassionate Leave
31. Parental Leave

DIVISION 6 - EMPLOYMENT RELATIONSHIP

32. Contract of Employment
33. Requirements to Work in Accordance with the Needs of the Industry
34. Termination of Employment Due to Retrenchment or Redundancy
35. Anti-Discrimination
36. Procedure for Resolving Claims, Issues and Disputes
37. Regulation of Disturbances to Production and Supply

DIVISION 7 - MISCELLANEOUS

38. Delegates
39. Payroll Deduction of Union Membership Fees
40. Apprentices
41. Travelling Time and Fares
42. Department Work Redesign Agreements

PART B - AGREEMENTS

DIVISION 1 - GENERAL AGREEMENTS

43. Payment for Training
44. Lump Sum Payment Scheme

DIVISION 2 - WORK REDESIGN AGREEMENTS

45. Metal Coating Lines
46. Maintenance

PART C - MONETARY RATES - RESTRUCTURED CLASSIFICATIONS

- Table 1: Restructured Ironworker Rates of Pay
Table 2: Graded Trades Rates of Pay

Table 3:	Apprentices
Table 4:	Annualised Salary Rates of Pay
Table 5:	Other Rates and Allowances

PART D - APPENDIX - UNRESTRUCTURED CLASSIFICATIONS

- A. Application
- B. Leading Hands
- C. Mixed Functions
- D. Tool Allowance
- E. Rates of Pay - Unrestructured Classifications

PART E - SCHEDULE

SCHEDULE 1 - PROCEDURE TO MEET URGENT CUSTOMER NEEDS

3. Area, Incidence and Duration

- 3.1 Awards Rescinded and Replaced - This award rescinds and replaces the BlueScope Steel Limited - Springhill and CRM Employees Award 2004, published 18 March 2005 (349 IG 293)
- 3.2 Application - This award applies to all employees (including apprentices within clause 40, Apprentices) of BlueScope Steel Limited at Port Kembla employed in classifications contained in this Award.
- 3.3 Parties to this Award - The parties to this award are:
 - 3.3.1 BlueScope Steel Limited at Port Kembla;
 - 3.3.2 The Australian Workers' Union, New South Wales;
 - 3.3.3 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; and
 - 3.3.4 Electrical Trades Union of Australia, New South Wales Branch.
- 3.4 Effective Date - This award takes effect on and from the first pay period beginning on or after 28 February 2006 and remains in force for a period of 3 years (the nominal term).

4. Definitions

In this award the following definitions apply:

- 4.1 "Day Workers" are employees excluding Shift Workers, but including employees on night work within clause 19, Night Work for Day Workers and Day Shift Workers, of this award.
- 4.2 "Shift Workers" are employees working on a two or three shift system, or a one shift system whose ordinary hours include weekend shifts. For Shift Workers, each day, including Sunday and Public Holidays is considered as being the day on which the majority of the shift falls.
- 4.3 "Monday to Saturday Shift Workers" means Shift Workers whose ordinary working hours are between Monday to Saturday.
- 4.4 "Annual Leave Rate of Pay" means:
 - 4.4.1 In the case of:

- (a) annual leave under clause 26, Annual Leave, of this award and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, of this award taken by an employee immediately before or after leave under the *Annual Holidays Act 1944* (NSW); or
- (b) payment in respect of annual leave or days added to the period of annual leave being made to employees under clauses 26 and 27 of this award upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act 1944* (NSW), in respect of such termination, the ordinary pay of the employee is calculated in accordance with the *Annual Holidays Act 1944* (NSW), for the leave taken or payments made under that Act.

4.4.2 In the case of annual leave under clause 26 of this award and days added to the period of annual leave under clause 27 of this award being taken otherwise than immediately before or after leave under the *Annual Holidays Act 1944* (NSW), the ordinary pay of the employee is calculated in accordance with the *Annual Holidays Act 1944* (NSW), as if such leave had been taken under the Act.

4.5 "Company" means BlueScope Steel Limited.

5. No Extra Claims

5.1 General - It is a term of this award that the unions (with whom this award is made) undertake, for the period until the nominal expiry term of the Award not to raise any further claims, award or overaward, including claims arising from national or state wage cases. There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.

5.2 Leave Reserved - Leave is reserved to apply in respect of:

- (a) hours of work;
- (b) the addition of annualised salary agreements to Division 2 - Work Redesign Agreements, of Part B - Agreements; and
- (c) Trade Union Training Leave

DIVISION 2 - RATES OF PAY AND RELATED MATTERS

6. Rates of Pay

- 6.1 Rates of Pay - The minimum rates of pay for any classification, subject to the other provisions of this award, are set out in Table 1 - Restructured Ironworker Rates of Pay, Table 2 - Graded Trades Rates of Pay, Table 3 - Apprentices and Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, and Part D - Appendix - Unrestructured Classifications of this award. These rates are inclusive of the adult basic wage of \$121.40.
- 6.2 Restructured Rates of Pay - The classifications appearing in Part C - Monetary Rates - Restructured Classifications of this award are new classifications which have been established as a result of restructuring processes carried out in the departments and sections of Springhill and CRM at Port Kembla in which the new classifications appear.
- 6.3 Mixed Functions - Clause C, Mixed Functions, appearing in Part D - Appendix - Unrestructured Classifications of this award has no application in relation to employees employed in classifications appearing in Part C - Monetary Rates - Restructured Classifications of this award.
- 6.4 Leading Hands - Clause B, Leading Hands, appearing in Part D - Appendix - Unrestructured Classifications of this award has no application in relation to employees employed in classifications appearing in Part C - Monetary Rates - Restructured Classifications of this award.

- 6.5 Retention of Rate - Clause 11, Retention of Rate, of this award has no application to the classifications appearing in Table 2 - Graded Trades Rates of Pay of Part C - Monetary Rates - Restructured Classifications of this award.
- 6.6 Ordinary Rate - In addition to the award rate of pay prescribed for the purpose of subclause 6.1, an employee will be paid the applicable over award or bonus for the employee's classification to make up the employee's ordinary or weekly rate of pay.
- 6.7 The base rates of pay and allowances provided for in Parts C and D of this award will be increased by:
- 4.5% effective from the first full pay period on or after 18 March 2006; and
 - a further 4.0% effective from the first full pay period on or after 18 March 2007; and
 - a further 2.0% effective from the first full pay period on or after 18 March 2008; and
 - a further 2.0% effective from the first full pay period on or after 18 September 2008
- with the exception of the overtime meal allowance.

7. Superannuation

7.1 Superannuation Legislation

The subject of superannuation is dealt with exhaustively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. Subject to this legislation, superannuation is also dealt with by the trust deed and rules of the BlueScope Steel Superannuation Fund and the Superannuation Trust of Australia and relevant agreements made from time to time between the Company and the unions party to this award, including the BHP Steel - Superannuation Review dated 25 October 1995.

7.2 Salary Sacrifice

- 7.2.1 Despite any other provisions of this award, for the purpose of calculating ordinary time earnings, the rate of pay per week prescribed for the purpose of clause 6, Rates of Pay, of this award is reduced by the amount which an employee elects by notice in writing to the Company to sacrifice in order to enable the Company to make a superannuation contribution for the benefit of the employee.
- 7.2.2 Election Form - For an employee's election to be valid the employee must complete an election form provided by the Company.
- 7.2.3 Leave - The reduced rate of pay and the superannuation contributions provided for in this subclause apply for periods of annual leave, long service leave, and other periods of paid leave.
- 7.2.4 Calculation of other payments - All other award payments, including termination payments, calculated by reference to the employee's rate of pay will be calculated by reference to the rate of pay per week prescribed for the employee for the purpose of clause 6, Rates of Pay, of this award.
- 7.2.5 Revoking Election - Unless otherwise agreed by the Company, an employee may only revoke or vary his or her election once in each twelve months. Not less than one month's written notice will be given by an employee of revocation or variation of the employee's election.
- 7.2.6 Termination of Scheme - If at any time while an employee's election is in force, there are changes in taxation or superannuation laws, practice or rulings, that materially alter the benefit to

the employee or the cost to the Company of acting in accordance with the election, either the employee or the Company may, upon one month's notice in writing to the other, terminate the election.

- 7.2.7 Superannuation Guarantee - The Company will not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the *Superannuation Guarantee (Administration) Act 1992* (Cth) or any legislation which succeeds or replaces it.

8. Special Rates (All Purpose)

In addition to the rates of pay prescribed for the purposes of clause 6, Rates of Pay, the following special rates will apply:

- 8.1 Electrical Trades Licences - An additional amount as set out in Item 1 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, will be paid per 38-hour week to an employee employed and working as an electrical tradesperson possessing a Qualified Supervisor's Certificate (Electrician) or a Certificate of Registration (Electrician) issued by the appropriate authority.
- 8.2 Scaffolder's Licence - An additional amount as set out in Item 2 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, will be paid per 38-hour week to a rigger and/or roper and/or splicer who holds a Certificate of Competency as a rigger under the Occupational Health and Safety Regulation 2001 (NSW) and who possesses and uses a Certificate of Competency as a scaffolder under the Act. These allowances are not cumulative.
- 8.3 All Purposes - The allowances arising from this clause are paid for all purposes of the award, except where otherwise prescribed.

9. Disability Rates

In addition to the rates of pay prescribed for the purposes of clause 6, Rates of Pay, the following special rates will apply:

9.1 General

- 9.1.1 Hot Places - Electrical and mechanical tradespersons and maintenance non-trades employees working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius will be paid an allowance per hour extra as set out in Item 3 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. This is subject to the following:
- (a) in places where the temperature exceeds 54 degrees Celsius employees will be paid per hour extra as set out in Item 3;
 - (b) where work continues for more than two hours in a temperature exceeding 54 degrees Celsius employees will also be entitled to twenty minutes rest after every two hours' work without deduction of pay;
 - (c) the temperature will be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
- 9.1.2 Wet Work - Employees working in any place where his or her clothing or boots become saturated, whether by water, oil or otherwise, will be paid an amount per hour extra as set out in Item 4 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.
- 9.1.3 Dirty Work - Electrical and mechanical tradespersons and maintenance non-trades employees engaged in work which a supervisor and employee agree is of an unusually dirty or offensive

nature will be paid per hour extra as set out in Item 5 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

In the case of disagreement between the supervisor and employee, the dispute settling procedure prescribed in clause 36 of this award, will be followed.

9.1.4 Restrictive Spaces - Electrical and mechanical tradespersons and maintenance non-trade employees working in restrictive spaces (as defined) will be paid per hour extra as set out in Item 6 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

- (a) For the purpose of this clause, "restrictive space" means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or cramped position or without proper ventilation. This includes:
 - (i) in the case of a locomotive - inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks and smoke boxes;
 - (ii) in the other cases - inside boilers, steam drums, mud drums, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economisers.

9.1.5 High Places - Electrical tradespersons working in any building or structure in a bosun's chair or swinging scaffold, or engaged in the construction, erection, repair and/or maintenance of ships, steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above the nearest horizontal plain will be paid an amount per hour extra as set out in Item 7 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.1.6 Explosive-Powered Tools - Electrical and mechanical tradespersons and maintenance non-trade employees required to use explosive-powered tools will be paid per hour extra the amount as set out in Item 8 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, with a minimum payment as set out in this award (subject to the minimum payments set out in Item 8).

9.1.7 Toxic Substances

- (a) Electrical tradespersons required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards, which must be observed in the use of such materials;
- (b) Electrical tradespersons using such materials will be provided with and will use all safeguards as are required by the appropriate Government authority;
- (c) Electrical tradespersons using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5 kg or over, will be paid an amount per hour extra as set out in Item 9 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (d) Electrical tradespersons working in close proximity to employees so as to be affected by the use of such substances or materials will be paid an amount per hour extra as set out in Item 10 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (e) For the purpose of this subclause, toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system are deemed to be materials of a like nature.

- 9.2 Rates Not Subject to Penalty Additions - The disability rates prescribed in this clause will be paid irrespective of the times at which the work is performed and are not to be subject to any premium or penalty additions.
- 9.3 Special Rates Not Cumulative - Where an employee is entitled to more than one of the extra rates for disabilities which exist on the same job, the employer is bound to pay only the highest rate. This subclause does not apply to subclauses, 9.1.1 Hot Places, 9.1.3, Dirty Work, or 9.1.4 Restrictive Spaces, the rates for which are cumulative.
- 9.4 Tools
- 9.4.1 The rates of pay for tradesperson classifications and apprentices appearing in Table 2 - Graded Trades Rates of Pay and Table 3 - Apprentices of Part C - Monetary Rates - Restructured Classifications are inclusive of tool allowances for such tradespersons. Clause D, Tool Allowance, appearing in Part D - Appendix - Unrestructured Classifications of this award has no application in relation to employees employed in tradesperson classifications appearing in Table 2 - Graded Trades Rates of Pay of Part C - Monetary Rates - Restructured Classifications;
- 9.4.2 The Company will provide for the use of tradespersons all necessary power tools, special purpose tools, precision measuring instruments and, for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.
- 9.4.3 Where it was the practice as at 5 November 1979 for the Company to provide all tools ordinarily required by tradespersons in the performance of their work, the Company may continue that practice and, in that event, the allowance prescribed in Clause D, Tool Allowance, of Part D - Appendix - Unrestructured Classifications does not apply to such tradespersons.
- 9.4.4 Tradespeople will replace or pay for any tools supplied by the Company if lost through their negligence.

10. Maximum Payment

- 10.1 Shift allowances and special rates are not subject to any premium or penalty additions.
- 10.2 All rates prescribed by this award must not exceed double the rate prescribed by clause 6, Rates of Pay, or clause 8, Special Rates (All Purpose), of this award, or the corresponding clauses of a federal award. This subclause does not apply to any excess due to payments arising from clause 9, Disability Rates, clause 15, Shift Work Allowances for Shift Workers, or clause 18, Sunday and Public Holiday Rates (in respect of work done on Public Holidays) of this award or the corresponding clause of a federal award.

11. Retention of Rate

- 11.1 Retention of Total Rate - Appointments on or after 29 May 2001
- 11.1.1 Organisational Change - An employee who is appointed on or after 29 May 2001 to a classification which receives a lower total rate of pay than the classification held immediately prior to the appointment, due to the rationalisation of the Company's operations, the introduction of technological change, or changes in work practices, is subject to the following arrangements:
- (a) Two or more years service - An employee with two or more years' continuous service with the Company will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
- (i) In the first and second years after the date of appointment, all changes in the total rate of pay applicable to the previous classification.
- (ii) In the third year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.

- (iii) No further adjustments are applicable in subsequent years.
- (b) Less than two years service - An employee with less than two years' continuous service with the Company, will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
 - (i) In the first year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
 - (ii) No further adjustments are applicable in subsequent years.
- (c) When the total rate of pay of the employee's new classification exceeds the total rate of pay of the previous classification as adjusted under (a) or (b) above, the employee will subsequently receive the total rate of pay of the new classification.

11.1.2 Market Change - An employee who is appointed on or after 29 May 2001 to a classification which receives a lower total rate of pay than the classification held immediately prior to the appointment, due to the market changes affecting the Company's operations is subject to the following arrangements:

- (a) An employee with two or more years' continuous service with the Company will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
 - (i) In the first year after the date of appointment, all changes in the total rate of pay applicable to the previous classification.
 - (ii) In the second year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
 - (iii) No further adjustments are applicable in subsequent years.
- (b) When the total rate of pay of the employee's new classification exceeds the total rate of pay of the previous classification as adjusted under (a) above, the employee will subsequently receive the total rate of pay of the new classification.

11.1.3 Definition of Total Rate of Pay - The "total rate of pay" is calculated by adding the award rate of pay applicable under this award, and the appropriate overaward or bonus payment. The total rate of pay excludes all allowances and penalty rates.

An exception to this is the leading hand allowance. Inclusion of the leading hand allowance into the total rate of pay only applies if an employee has been receiving the allowance for greater than 6 months, but ceases to be entitled to that allowance for reasons outlined in 11.1.1 and 11.1.2 above.

11.2 Retention of Rate - Appointments Prior to 29 May 2001

11.2.1 Where, as a result of the rationalisation of the Company's operations, the introduction of technological change, or changes in work practices, an employee is appointed prior to 29 May 2001 to a classification or classifications which receive lower earnings from the award rate of pay or bonus (or both) than did his or her classification immediately prior to the appointment or the first appointment ("the previous classification"):

- (a) If the employee has two or more years' continuous service with the Company, he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:
 - (i) in the first and second years after the date of an employee's appointment, all changes in the award rate of pay or bonus applicable to the previous classification;

- (ii) in the third year after the date of appointment, half of any changes in the award rate of pay or bonus applicable to the previous classification;
- (iii) thereafter, no further adjustments.

Provided that when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

- (b) If the employee has less than two years' continuous service with the Company he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:
 - (i) in the first year after the date of appointment half of all changes in the award rate of pay or bonus applicable to the previous classification;
 - (ii) thereafter, no further adjustments.

Provided that when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

11.2.2 Where, as a result of a market change affecting the Company's operations an employee is appointed prior to 29 May 2001 to a classification or classifications which receive lower earnings from the award rate of pay or bonus (or both) than did his or her classification immediately prior to the appointment or the first appointment ("the previous classification"), if the employee has two or more years' continuous service with the Company he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:

- (a) In the first year after the date of his or her appointment, all changes in the award rate of pay or bonus applicable to the previous classification.
- (b) In the second year after the date of his or her appointment, half of any changes in the award rate of pay or bonus applicable to the previous classification.
- (c) Thereafter, no further adjustments.

Provided that when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

11.2.3 Where an employee, as a result of the circumstances specified in paragraphs 11.2.1 and 11.2.2 hereof, ceases to be entitled to a leading hand allowance, he or she shall (provided he or she had been receiving such leading hand allowance throughout the six months immediately preceding such cessation of his or her entitlement thereto), retain the leading hand allowance to which he or she was entitled immediately preceding such cessation of his or her entitlement subject to the same qualifications and adjustments as are specified in paragraphs 11.2.1 or 11.2.2 hereof in relation to the award rate of pay and bonus in the circumstances which result in the employee ceasing to be entitled to such leading hand allowance.

11.3 Agreement to Buy-out

There is scope for the Company and an employee and his or her union to agree to a one-off payment to buy-out entitlements under subclauses 11.1 or 11.2.

11.4 Definition of Award Rate of Pay

In this clause 11 "award rate of pay" means the applicable:

rate of pay per 38-hour week set out in Table 1 - Restructured Ironworker Rates of Pay or Table 2 - Graded Trades Rates of Pay (excluding tool allowance) of Part C - Monetary Rates - Restructured Classifications, of this award; or

base rate or base salary set out in Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, of this award; or

rate of pay per 38-hour week set out in Part D - Appendix - Unrestructured Classifications, of this award.

The award rate of pay excludes all allowances and penalty rates.

12. Time and Payment of Wages

- 12.1 All wages will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.
- 12.2 Each pay period will commence at 7.20 am on Sunday.
- 12.3 Any variation of this award expressed to operate from the beginning of a pay period will operate as if each fortnightly pay period comprises two separate weekly pay periods.

DIVISION 3 - HOURS OF WORK

13. Hours of Duty

- 13.1 Full-time Employees - Ordinary working hours will be an average of 38 hours per week over the full cycle of the relevant work roster. Ordinary working hours will not exceed:
 - 13.1.1 Eight hours during any consecutive 24 hours, or up to twelve hours during any consecutive 24 hours where there is agreement between the Company and the majority of employees concerned in the relevant work area; or
 - 13.1.2 152 hours in 28 consecutive days;
 - except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.
- 13.2 Day Workers
 - 13.2.1 Ordinary working hours will be worked Monday to Friday, inclusive, between the hours of 6.30 am and 6.30 pm each day.
 - 13.2.2 On each day worked, Monday to Friday, inclusive, not less than 30 minutes nor more than 45 minutes will be allowed to Day Workers for a meal and, except in the case of urgent breakdown work necessary to secure an immediate resumption of operations, will be allowed between the hours of 11.30 am and 1.20 pm.
- 13.3 Shift Workers
 - 13.3.1 Twenty minutes will be allowed to Shift Workers each shift for crib, which will be counted as time worked.

13.3.2 In the case of 12-hour shift systems, two 20-minute crib breaks will be taken approximately four hours apart. Each crib break will be taken in accordance with the needs of the operation and will be counted as time worked.

14. Employees Presenting Themselves for Work and Not Required

Subject to the provisions of clause 32, Contract of Employment, of this award, an employee who presents himself for ordinary work without notice that he or she will not be required will be paid at least four hours' pay.

DIVISION 4 - SHIFT WORK AND OVERTIME

15. Shift Work Allowances for Shift Workers

15.1 Shift Allowances - Subject to the provisions contained in this award which provide otherwise, Shift Workers will be paid, in addition to the rates payable under this award, the following shift work allowances:

15.1.1 Shift Workers whilst working rotating shifts (day shift, night shift, afternoon shift), with regular weekly changes - at the applicable rate per 38-hour week as set out in Item 11 of Table 5 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award in respect of all shifts worked.

Exceptions to this are that:

- (a) each such rotating Shift Worker, when engaged under a roster system which does not provide for at least one-third of his or her working time in the full cycle of the roster being on day shift, will be paid an additional shift allowance at the rate per 38-hour week as set out in Item 12 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications in respect of each of any number of afternoon and/or night shifts more than two-thirds of his or her working time in the roster worked by the employee;
- (b) working time on day shift will, if necessary, include shifts rostered off on day shift not exceeding an average over the full cycle of the roster of one per 38-hour week.

15.1.2 Shift Workers whilst working shift work which involves regular weekly changes as follows:

- (a) day shift, night shift;
- (b) day shift, afternoon shift;
- (c) day shift, day shift, afternoon shift;
- (d) day shift, day shift, night shift;

will be paid the applicable amount per 38-hour week as set out in Item 13 of Table 5 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award.

15.1.3 Shift Workers whilst working shift work on shift systems as follows:

- (a) night shift, afternoon shift;
- (b) night shift only;
- (c) afternoon shift only;

will be paid the applicable amount per 38-hour week as set out in Item 14 of Table 5 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award.

15.1.4 Shift Workers who work any afternoon or night shift other than under the shift systems set out in paragraphs 15.1.1, 15.1.2 and 15.1.3 of this subclause, and are not paid in respect of any day shift worked, will be paid at the applicable amount per shift for each afternoon or night shift worked as set out in Item 15 of Table 5 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award.

15.1.5 Each shift allowance prescribed above is on a shift basis the rate being determined in each case by dividing the shift allowance prescribed by five.

15.2 Definition - In this clause "night shift" means any shift finishing after 12.00 am and at or before 8.00 am.

16. Saturday Rates for Shift Workers

Shift Workers who have an ordinary shift rostered on a Saturday, will be paid at the rate of time and one-half.

17. Shift Workers Whose Ordinary Working Period Includes Sundays and Public Holidays as Ordinary Working Days

Employees may be required to work seven day shift work to meet the needs of the business. These employees will be required to work Sundays and Public Holidays as ordinary working days.

18. Sunday and Public Holiday Rates

18.1 An employee will be paid at the rate of:

18.1.1 double time for all work done on Sundays;

18.1.2 double time and one-half for all work done on the public holidays prescribed in clause 23, Public Holidays, of this award.

19. Night Work for Day Workers and Day Shift Workers

19.1 Payment - Subject to clause 10, Maximum Payment, of this award, but otherwise despite anything contained in this award:

19.1.1 a Day Worker who is required in lieu of ordinary day work; or

19.1.2 a Day Shift Worker who is required in lieu of a day shift on which he or she would ordinarily be rostered, to work at night for periods of not less than a full shift on less than five consecutive nights, or on less than four consecutive nights when the fifth night is his or her 38-hour week rostered off night, will be paid at the rate of time and one half of the ordinary rate of pay for the purpose of clause 6.1, Rates of Pay, of this award, or the corresponding clause of a federal award, except:

19.1.3 on Saturdays, Sundays, 38-hour week rostered off days and holidays; and

19.1.4 in respect of any night for which the employee has not been given at least 48 hours' notice,

when the employee will be paid at overtime rates for Day Workers. No shift allowance is payable in respect of night work under this clause.

19.2 Definitions - In this clause "night" means any hours between 3.20 pm and 7.20 am, and "Day Shift Worker" means a Shift Worker employed on a shift system involving day shift only.

20. Transfer of Day Workers from Day Work to Shift Work

- 20.1 Transfer - Day Workers may be employed as and become Shift Workers and will be paid accordingly. The period of transfer will not be less than:
- 20.1.1 five shifts; or
- 20.1.2 four shifts when the fifth shift is his or her 38-hour week rostered off shift.
- 20.2 Notice to Change Shift Patterns - Day Workers should be given at least 48 hours' notice by the Company of the transfer to shift work. If this notice is not given by the Company the employee will be paid at overtime rates for any shift upon which he or she is employed as a Shift Worker under this clause.

21. Transfer of Shift Workers

- 21.1 A Shift Worker who is required to work on a shift on which he or she would not ordinarily have been rostered will be paid at overtime rates for any such shift. This provision does not apply if:
- 21.1.1 the Shift Worker has been given at least 48 hours' notice of the requirement to transfer; or
- 21.1.2 the Shift Worker is reverting to the shift on which he or she would ordinarily have been rostered.

22. Overtime**22.1 Day Workers**

Day Workers for all time worked:

22.1.1 in excess of, or outside the ordinary working hours and time prescribed by this award; or

22.1.2 in excess of five hours without a meal break (except in the case of urgent breakdown work necessary to secure an immediate resumption of operations),

will be paid at a rate of time and one-half for the first two hours and at the rate of double time after that.

22.2 Shift Workers

Shift Workers for all time worked:

22.2.1 in excess of the ordinary working shift hours prescribed by this award; or

22.2.2 on more than 11 shifts in 12 consecutive days; or

22.2.3 on a rostered shift off; or

22.2.4 in excess of five and one-half hours without a crib break,

will be paid at the rate of time and one-half for the first two hours and at the rate of double time after that.

This subclause will not apply when the time is worked:

22.2.5 by arrangement between the employees themselves; or

22.2.6 for the purpose of effecting the customary rotation of shifts.

22.3 General

22.3.1 Minimum Eight Hour Rest

- (a) Where overtime work is necessary it should, where reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the end of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least 8 consecutive hours off duty between those times will, subject to this subclause, be released after the completion of working overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company such an employee resumes or continues working without having had eight consecutive hours off duty, he or she will be paid at double rate until he or she is released from duty for such period and he or she will then be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such period.

If, immediately after taking an eight hour rest period, an employee is required to report for work outside his or her ordinary day or shift commencing time and reasonable means of transport are not available, the Company should convey or supply the employee with transport to work.

22.3.2 Minimum Payment

- (a) a Day Worker, required to work on a Saturday, Sunday, a 38-hour week rostered day off or a Public Holiday; or
- (b) a Monday to Saturday Shift Worker required to work on a Sunday, a 38-hour week rostered day off or a Public Holiday,

will be paid for a minimum of four hours' work. Provided that where the actual working time is less than four hours, the working period will not be regarded as overtime for the purposes of subclause 22.3.1.

22.3.3 Rounding Up to Nearest Quarter of an Hour - For the purposes of this clause 22, a fraction of a quarter of an hour of overtime counts as a quarter of an hour if more than five minutes have been worked.

22.3.4 Payment for Call-out - An employee recalled from his or her home to work overtime will be paid for a minimum of four hours' work. If the actual time worked is shorter than four hours the working period will not be regarded as overtime for the purpose of subclause 22.3.1. For the purpose of this clause, a recall from home to work overtime takes place when the employee is notified at home of the requirement to return to work. An employee recalled from his or her home to work overtime will, at the employee's option, be provided with a suitable meal free of cost for each normal meal break falling during the overtime for which he or she was called out, or be paid for a meal allowance as set out in Item 16 of Table 5 of Part C of this award.

22.3.5 Crib - an employee required to continue at work on overtime for more than one and a half hours after his or her ordinary ceasing time, who was not notified before leaving work on the previous day or shift that he or she would be required to work overtime, may choose to receive either:

- (a) a suitable meal free of cost, and another meal for each subsequent meal break into which the work extends; or
- (b) payment of a meal allowance as set out in Item 16 of Table 5, Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award.

22.3.6 Spoilt Meal - If an employee reports to work on notified overtime to find that he or she is not required to work, or is required to work less than one and a half hours, and he or she has brought a meal to work, he or she is entitled to payment of a meal allowance as set out in Item 16 of Table 5 of Part C of this award, as compensation.

22.3.7 Transport Home - Where an employee working overtime finishes work at a time when reasonable means of transport is not available to them, the Company will:

- (a) within a reasonable time transport the employee to:
 - (i) a reasonable distance from his or her home; or
 - (ii) a place to which the employee usually travels by public transport when returning home from work; or
 - (iii) a place from which he or she can, within a reasonable time, obtain public transport to a reasonable distance from his or her home or the place to which he or she usually travels by public transport when returning home from work; or
- (b) pay the employee his or her current rate of pay for the time reasonably occupied in reaching his or her home.

DIVISION 5 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays

23.1 Designated Public Holidays - The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, Queen's Birthday, the local Eight Hour Day, Christmas Day, Boxing Day and the picnic day of the Steel Industry Unions, if any, are observed and special days appointed by proclamation as public holidays throughout the State, are to be public holidays.

23.2 Payment - Day Workers and Monday to Saturday Shift Workers not required to work on a public holiday will be paid for the public holiday at the ordinary rates of pay under clause 6.1, Rates of Pay and clause 8, Special Rates (All Purpose), of this award or the corresponding clause of a federal award, and the applicable overaward or bonus.

23.3 This provision for payment does not apply to:

23.3.1 an employee whose rostered shift falls on a public holiday (subject to the provisions of subclause 27.2 of clause 27, Days Added to the Period of Annual Leave or Long Service Leave, of this award);

23.3.2 an employee who is absent without leave, or reasonable excuse, on the working day before or after a public holiday.

24. Sick Leave

24.1 Illness or Incapacity - An employee who is absent for his or her ordinary working hours due to personal illness or incapacity, and not due to his or her own serious and wilful misconduct, is entitled to be paid at ordinary time rates of pay and applicable bonus payment for the time of his or her absence, subject to the following:

24.1.1 Worker's Compensation - An employee is not entitled to be paid for an absence of any period for which he or she is entitled to workers' compensation.

24.1.2 Absence Notification- An employee must inform the Company of his or her inability to attend work within 24 hours of the commencement of his or her absence. An employee should state the nature of the illness or incapacity and the estimated duration of his or her absence.

24.1.3 Proof of Absence - An employee must prove to the satisfaction of the Company or, in the event of a dispute, the Industrial Relations Commission of New South Wales, that he or she is or was unable to attend for duty on the day or days for which payment under this clause is claimed on account of his or her illness or incapacity.

24.2 Entitlements

24.2.1 Calculation of Entitlements - An employee is entitled to sick pay for the number of ordinary working hours based on the years of his or her continued employment as follows:

- (a) an employee with less than 1 year's continued employment is entitled to 40 ordinary hours;
- (b) an employee with one or more years' continued employment but less than 10 years' continued employment is entitled to 64 ordinary hours;
- (c) an employee with ten or more years' continued employment is entitled to 80 ordinary hours;
- (d) claimed leave will be deducted from the employee's accrued leave.

24.2.2 Accumulation of Entitlements - Unused sick leave will accumulate each year of continuous employment with the Company, whether under this or any other award. Accumulated sick leave may be used in subsequent years of continued employment subject to the conditions prescribed by this clause. The maximum period of accumulation is 16 years, from the end of the year in which the sick leave accrued.

24.2.3 Three Months Minimum Service - There is no entitlement to sick leave until an employee has completed 3 months' continuous service.

24.2.4 Continuous Service - For the purpose of this clause, continuous service is considered as not being broken by:

- (a) any absence from work on leave granted by the Company; or
- (b) any absence from work due to personal illness, injury or other reasonable cause of which the employee has provided sufficient proof.

These absences will not be taken into account in computing the qualifying period of 3 months.

25. Personal/Carer's 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 subparagraph 25.1.3(b), who needs the employee's care and support, is entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 24, 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.

25.1.2 The employee will, 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.

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

- (a) the employee being responsible for the care of the person concerned; and

- (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a 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
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purpose of this subparagraph:
 - (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.

25.1.4 An employee will, 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 will notify the Company by telephone of such absence at the first opportunity on the day of absence.

25.2 Unpaid Leave for Family Purpose

25.2.1 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 25.1.3(b) who is ill.

25.3 Annual Leave

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

25.3.2 Access to annual leave, as prescribed in 25.3.1, will be exclusive of any shutdown period provided for elsewhere under this award.

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

25.4 Time Off in Lieu of Payment for Overtime

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

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

25.4.3 If, having elected to take time as leave in accordance with 25.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination of employment.

25.4.4 Where no election is made in accordance with 25.4.1, the employee will be paid overtime rates in accordance with the award.

25.5 Make-up Time

25.5.1 An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

25.5.2 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 during 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.

25.6 Rostered Days Off

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

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

25.6.3 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.

25.6.4 This subclause is subject to the Company informing each union which is both party to the award and which has members employed at Springhill or CRM of its intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

26. Annual Leave

26.1 Day Workers and Monday to Saturday Shift Workers - For annual leave provisions see Annual Holidays Act 1944 (NSW).

26.2 Shift Workers under clause 17 Whose Ordinary Working Period Includes Sundays and Public Holidays as Ordinary Working Days -

26.2.1 In addition to the annual holiday of 4 weeks provided by section 3 of the *Annual Holidays Act* 1944 (NSW) for a year of employment, seven-day Shift Workers under clause 17 of this award are entitled to the additional leave specified below:

- (a) if an employee has worked as a seven-day Shift Worker for the full year he or she is entitled to one week's additional leave;
- (b) subject to subparagraph 26.2.1(d), if an employee has worked as a seven-day Shift Worker for only a portion of the year, he or she is entitled to 1 additional day of leave for every 33 ordinary shifts worked as a seven-day Shift Worker;
- (c) subject to subparagraph 26.2.1(d) an employee will be paid for additional leave at the Annual Leave Rate of Pay, for the number of ordinary hours of work for which the employee would have been rostered for duty during the period of additional leave;
- (d) where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only;

- (e) in this clause, reference to one week and one day includes holidays and non-working days.

26.2.2 Where an employee's employment is terminated and he or she is therefore entitled under Section 4 of the *Annual Holidays Act 1944* (NSW), to payment in lieu of annual leave with respect to a period of employment, he or she is also entitled to an additional payment of 3 hours at the Annual Leave Rate of Pay for each 21 shifts of service as a seven-day Shift Worker which he or she worked during his or her period of employment.

26.3 Monday To Saturday Shift Workers Who Are Regularly Rostered For Duty On Saturdays As Ordinary Working Days

26.3.1 In addition to the annual holiday of 4 weeks provided by Section 3 of the *Annual Holidays Act 1944* (NSW) for a year of employment, Monday to Saturday Shift Workers who are regularly rostered for duty on Saturdays as ordinary working days are entitled to the additional leave specified below:

- (a) for every 13 Saturdays upon which an employee worked an ordinary shift as a Monday to Saturday Shift Worker who is rostered for duty on Saturdays as ordinary working days, is entitled to 1 day additional leave for that year;
- (b) where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only;
- (c) the additional entitlements under this subclause will apply only to leave which becomes fully due on or after 23 September 1980.

26.4 All employees - Annual Leave Loading

26.4.1 An employee will be paid a loading of 20% for the period of his or her annual leave calculated on the lesser of:

- (a) his or her ordinary pay pursuant to the *Annual Holidays Act 1944* (NSW), and where applicable, his or her Annual Leave Rate of Pay pursuant to this clause and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, of this award; or
- (b) the sum of:
 - (i) the employee's award rate of pay for ordinary time at the commencement of his or her annual leave as prescribed for the purpose of clause 6, Rates of Pay, of this award; and
 - (ii) the employee's applicable bonus payable at the commencement of his or her annual leave; and
- (c) provided that an employee who would have worked on shift work had he/she not been on annual leave will be paid whichever is the greater of:
 - (i) the loading; or
 - (ii) the shift work allowances specified in clause 15, Shift Work Allowances for Shift Workers, and the weekend penalty rates specified in clause 16, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 18, Sunday and Public Holiday Rates, of this award that would have been payable to the employee in respect of ordinary time during his or her period of annual leave had he or she not been on annual leave.

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

27. Days Added to the Period of Annual Leave Or Long Service Leave

27.1 Seven-day Shift Workers - A seven-day Shift Worker under clause 17 of this award whose working period includes Sundays and Holidays as ordinary working days is entitled to 1 added day of annual leave or long service leave, if a public holiday prescribed in clause 23, Public Holidays, falls within the period of leave.

27.2 Rostered Off Duty - An employee who is rostered off duty on a day which is a public holiday prescribed by this award and who is not required to work on that day will:

27.2.1 By mutual consent, be paid, in the pay for the period in which the public holiday falls, for the public holiday at the rate payable pursuant to subclause 23.1, Public Holidays, of this award; or

27.2.2 have 1 day added to his or her annual leave period

This subclause does not apply when the public holiday falls:

27.2.3 on a Saturday or Sunday, except in the case of employees employed as seven-day Shift Workers under clause 17 of this award; or

27.2.4 on a Sunday in the case of employees employed as Monday to Saturday Shift Workers who are regularly rostered for duty on Saturdays as ordinary working days.

27.3 Rate for Added Days - Any day or days added in the case of annual leave will be paid for at the Annual Leave Rate of Pay. Any day or days added in the case of long service leave will be paid at the long service leave rate of pay.

27.4 Discharging Added Days - Any day or days added in accordance with subclause 27.1 or 27.2, will be the working day or working days immediately following the period of annual leave to which the employees are entitled under clause 26, Annual Leave, or clause 28, Long Service Leave, of this award.

27.5 Definition of Working Days - For the purposes of subclause 27.4, "working days" will be:

27.5.1 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a Day Worker - any day of the week including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a public holiday prescribed by this award.

27.5.2 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a Monday to Saturday Shift Worker - any day of the week other than a Sunday or a public holiday prescribed by this award including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave.

27.5.3 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a seven-day Shift Worker under clause 17 - any day of the week including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave.

27.6 Termination Payment - Where an employee's employment has been terminated and he or she becomes entitled, under Section 4 of the *Annual Holidays Act 1944* (NSW), to payment in lieu of an annual holiday with respect to a period of employment, the employee is also entitled to an additional payment for each day accrued to him or her under subclause 27.2 at the Annual Leave Rate of Pay.

27.7 Seven-day Shift Workers - An employee who is employed as a seven-day Shift Worker who:

27.7.1 has a day added to his or her annual leave pursuant to subclauses 27.1 and 27.2; and

27.7.2 such a day falls on a public holiday prescribed by clause 23, Public Holidays, of this award, on which the employee would have been rostered to work an ordinary shift were it not for his or her entitlement to an added day,

will be paid for such day, in addition to his or her entitlement under subclause 27.3, at the rate prescribed by subclause 23.1 of clause 23, Public Holidays, of this award.

28. Long Service Leave

28.1 General - For long service leave provisions see *Long Service Leave Act 1955* (NSW).

28.2 Payment - Despite the *Long Service Leave Act 1955* (NSW) the award rate element of ordinary pay for long service leave will be either:

28.2.1 the rate determined in accordance with the *Long Service Leave Act 1955* (NSW); or

28.2.2 the rate applicable to the employee at the commencement of his or her long service leave entitlement,

whichever is the greater.

28.3 Public Holidays - An employee is entitled to have all days which are prescribed as Public Holidays by clause 23, Public Holidays, of this award treated as days appointed by the Governor as public holidays for the purposes of the application to him or her of Section 4 (4A) of the *Long Service Leave Act 1955* (NSW).

28.4 Accrual of Long Service Leave from 13 May 2002:

28.4.1 With effect from the beginning of the first pay period on or after 13 May 2002, long service leave shall accrue at the rate of 13 weeks leave after 10 years continuous service.

28.4.2 This rate of accrual is not retrospective and applies only to leave accruing after the commencement of the new rate of accrual as specified in subclause 28.4.1.

28.4.3 An employee who has completed with the Company at least 5 years service, and whose services are terminated by the Company for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will be paid out their accrued long service leave entitlement.

28.5 Inclusion of shift payments after 1 January 2006:

28.5.1 The inclusion of shift payments (ie. as provided for in clauses 15,16, 17 and 18 of this award) in the payment for long service leave actually taken by shift workers, will apply to long service leave taken on or after 1 January 2006.

28.5.2 For all shiftwork employees who are paid on an annualised salary basis, arrangements in place at the time of making this award, for long service leave which provide for the inclusion of the additional hours component being paid for long service leave will cease and that payment will be substituted by the normal shift payments that would have been paid to the employee had the employee been at work, and not on long service leave.

28.5.3 Provided that, notwithstanding 28.5.1 and 28.5.2, Monday to Friday shiftworkers in receipt of an annualised salary at the time of the making of this award which is inclusive of an 'additional

hours' component will continue to receive the additional hours component in lieu of the shift payments referred to in 28.5.1 and 28.5.2.

28.5.4 The application of shift payment's to long service leave entitlements does not apply where the long service leave is taken as part of an employee's resignation/retirement arrangement.

28.5.5 Long service leave that is paid out on termination of employment will be paid at the base 38-hour week rate.

28.5.6 Arrangements for the taking of long service leave will be subject to the approval of the Company.

29. Jury Service

29.1 Entitlement - An employee required to attend jury service:

29.1.1 during his or her ordinary working hours; or

29.1.2 immediately following an ordinary night shift or immediately before an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift,

will be reimbursed by the Company the difference between the amount paid to the employee by the Court for his or her attendance for jury service and his or her ordinary time rate of pay and applicable bonus for the period he or she would have worked had he or she not attended for jury service.

29.2 Notification - An employee must notify the Company as soon as possible of the date upon which he or she is required to attend for jury service.

29.3 An employee must give the Company proof of his or her attendance, the duration of such attendance, and the amount received from the Court in respect of the jury service.

30. Compassionate Leave

30.1 Entitlement - An employee, other than a casual employee, will be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 30.3 of this clause. In addition to the ordinary time rate of pay, the employee will be paid the amount of over award or bonus he/she would have otherwise received during ordinary working hours.

30.2 An employee is not entitled to compassionate leave if the period of leave coincides with any other period of paid leave.

30.3 Compassionate leave will 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 25.1.3(b) of clause 25, Personal/Carer's Leave, of this award, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.

30.4 Compassionate leave may be taken in conjunction with other leave available under subclauses 25.2, 25.3, 25.4, 25.5 and 25.6 of the said clause 25. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

30.5 Notification - The employee must notify the Company as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the Company proof of death.

31. Parental Leave

For parental leave provisions refer to Part 4, Parental Leave, of Chapter 2, Employment, of the Industrial Relations Act 1996 (NSW), as amended from time to time.

DIVISION 6 - EMPLOYMENT RELATIONSHIP

32. Contract of Employment

- 32.1 Weekly Employment - Employment will be on a weekly basis, subject as provided for elsewhere in this award.
- 32.2 Probation - An employee will be on probation for the first 3 months of his or her employment. Employment will be on a daily basis at the weekly rate fixed and may be terminated for the first week at a day's notice and subsequently, may be terminated on one week's notice, or by the payment in lieu or forfeiture of 1 week's wages, as the case may be.
- 32.3 Termination - Subject to clause 32.2 and subclause 36.3.2, Summary Dismissal, employment may be terminated by 1 week's notice on either side, given at any time during the week, or by the payment or forfeiture of 1 week's wages, as the case may be. Where an employee has given notice, or has been given notice by the Company, he or she will, upon request, be granted leave of absence without pay for 1 day or shift during the period of notice in order to look for alternative employment.
- 32.4 Performance of Work - Employees must perform such work as the Company may, from time to time reasonably require. An employee who does not perform or attend for duty will lose his or her pay for the actual time of non-attendance or non-performance, except as provided by clause 24, Sick Leave.
- 32.5 Deduction of Pay for Non-work - This clause does not affect the right of the Company to deduct payment for any day during which an employee cannot be employed usefully because of any strike, or through any breakdown of machinery, or due to any cause for which the Company reasonably cannot be held responsible.

33. Requirements to Work in Accordance With the Needs of the Industry

- 33.1 Overtime - For the purpose of meeting the needs of the industry, the Company may require an employee to work reasonable overtime, including work on a Sunday and a public holiday, at the rate prescribed by this award. Unless reasonable excuse exists, the employee will work in accordance with this requirement.
- 33.2 Change of Shift System - Subject to clause 20, Transfer of Day Workers from Day Work to Shift Work, and clause 21, Transfer of Shift Workers, of this award, for the purpose of meeting the needs of the industry the Company may require any employee to transfer from one shift system to another shift system prescribed by this award at the applicable rate. Unless reasonable cause exists, an employee will work in accordance with this requirement.

34. Termination of Employment Due to Retrenchment Or Redundancy

- 34.1 Retrenchment
- 34.1.1 Application - This subclause 34.1 applies to collective dismissals by way of retrenchment, whether made at the same time or over a period of time and where the dismissals relate to circumstances affecting the Company's enterprise and not to the conduct of the employees. It does not apply to the termination of employment on account of the introduction of mechanisation or technological change.
- 34.1.2 Informing Unions and Employees Affected - The Company is obliged to inform the union parties to this award, and the Company's employees who may be affected by any retrenchments, of the facts and circumstances of the proposed retrenchments as soon as the Company becomes aware that the retrenchments are necessary.

34.1.3 Notice of Termination - Despite any other provision of this award, an employee being dismissed will receive four weeks' written notice of dismissal, or four weeks' pay in lieu of notice given. 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. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

34.1.4 Leave to Seek Alternative Employment - If an employee is required to work out his or her 4 weeks' of notice, the employee is entitled to 1 day's leave with pay in each of the 4 weeks to enable him or her to look for alternative employment. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

34.1.5 Severance Payment - An employee is entitled to a severance payment as follows:

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

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

- (b) Where an employee is 45 years 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

A week's pay refers to the award wage, plus applicable overaward or bonus. Pay does not include shift work allowances, weekend penalties or overtime.

34.1.6 Less than Twelve Months Service Not Entitled - Employees retrenched who have less than 12 months continuous service are not entitled to severance pay under this subclause.

34.2 Mechanisation or Technological Change

34.2.1 Application - This subclause 34.2 applies despite the provision of clause 32, Contract of Employment, where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry covered by this award, the Company proposes to terminate the employment of an employee.

34.2.2 Notice of Termination - An employee covered by this subclause will be given three months' notice of the termination of his or her employment. If the employment of an employee is terminated and the Company fails to give such notice in full:

- (a) The Company will pay the employee at the ordinary rate of pay for the employee's classification for a period equal to the difference between three months and the period of the notice given; and
- (b) The period of notice required by this paragraph is deemed to be service with the Company for the purpose of the *Annual Holiday Act 1944* (NSW) and the *Long Service Leave Act 1955* (NSW) or any Act amending or replacing either of those Acts.

34.2.3 Less than Twelve Months Service Not Entitled - Employees who have less than 12 months continuous service are not covered by this subclause.

34.2.4 Dismissal for Other Reasons Not Prejudiced - The right of the Company to dismiss an employee for reasons specified in clause 32, Contract of Employment and subclause 36.3.2, Summary Dismissal, is not prejudiced by the fact that the employee has been given notice under this subclause of the termination of his or her employment.

34.3 Other Matters

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

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

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

34.3.4 Alternative Employment - Subject to an application by the Company and further order of the Industrial Relations Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 34.1.3 above if the Company obtains acceptable alternative employment for an employee.

34.4 Security for Employees affected by workplace change

34.4.1 Security of employment is important for improving working relationships, trust and cooperation with change. The parties do not want an environment where everyone is working in fear of losing their employment. The parties want an environment where people focus on doing their jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security can only be achieved by successful business performance. Working together in implementing change and improvement will maximise the security for everyone.

34.4.2 The parties recognise that sustained security of employment can only be based on long-term business success and the parties' commitment to the development and achievement of the Company's business plans.

34.4.3 While workplace change, new technologies and changes in operations will be ongoing and may lead to employees being made surplus, every opportunity will be taken to effect changes through voluntary means and natural attrition.

34.4.4 Subject to the terms of this Award, employment security is provided for the period of this Award subject to the provisions of this clause and the implementation of actions and

undertakings provided for in this Award. Where employees are made surplus, the relevant Union/s will be advised and the following principles will apply:

- (i) Where suitable positions are available:

An employee can reject two positions that become available;

The next suitable position must be accepted by the employee;

Employees will remain in their current Department whilst awaiting a new position.

- (ii) Where only one suitable position is available:

There will be situations where individuals are only offered one suitable position, because of the employee's particular skills and abilities. In these cases, the employee will transfer to where their skills and abilities can be used.

- (iii) Where no suitable positions are available:

Each employee will be managed on a case by case basis. Employees will be required to participate in a career transition, retraining, job search or outplacement programs sponsored by the Company to maximise opportunities for alternative employment recognising that employees cannot be maintained as surplus indefinitely.

- 34.4.5 Where the above provisions have been met and an employee remains unplaced in the long term, the Company will meet with the employee and his or her union representative to determine what options are available for that employee.
- 34.4.6 The extension of employment security under the above arrangements requires that displaced employees take responsibility for their future and genuinely seek new positions and opportunities.
- 34.4.7 Any difficulties or issues arising out of the procedures described in this clause will be discussed with the involvement of the relevant union where appropriate and will be dealt with in accordance with the dispute resolution procedures in clause 36 of this Award.
- 34.4.8 Major closures or significant unexpected events will be treated as special cases and will be discussed separately in advance of the event.
- 34.4.9 Changes to work arrangements can result in people having to move to different shifts which provide lower ordinary time earnings. When this happens, employees will be given reasonable notice so that they have time to adjust their financial situation to suit. These arrangements do not apply to roster changes, which are driven by normal market fluctuations.
- 34.4.10 Nothing in this clause affects the right of the Company to dismiss an employee lawfully for misconduct or other circumstances unrelated to the employee having become redundant.

35. Anti-Discrimination

- 35.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 35.2 It follows that in fulfilling his or her obligations under the dispute resolution procedure prescribed by clause 36 of this award the parties have obligations to take all reasonable steps to ensure that the

operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- 35.3 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.
- 35.4 Nothing in this clause is to be taken to affect:
- 35.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 35.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 35.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 35.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 35.5 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.

36. Procedure for Resolving Claims, Issues and Disputes

36.1 Introduction

36.1.1 The procedures set out in this clause shall be applied by the parties for the purpose of pursuing claims, resolving issues and disputes and avoiding industrial action.

36.1.2 The provisions of this award in relation to the Regulation of Disturbances to Production and Supply shall apply to all disputes involving a stoppage of work by employees.

36.1.3 The procedure set out in clause 36.2 shall apply to all issues other than:

- (a) claims, issues or disputes relating to genuine safety matters. In such matters the Company will undertake immediate investigations including discussions with the employee(s) and/or delegate(s) and/or official(s) of the union(s) involved. As necessary the appropriate government authority will be involved.
- (b) for issues relating to the stand down of employees or cases of summary dismissal in which case the procedure set out in clause 36.3 shall apply; and
- (c) for the introduction of change, including outsourcing (as defined in clause 36.4.2), the procedure set out in clause 36.4 shall apply.

36.1.4 Definitions - For the purposes of clause 36.2 and clause 36.3 the following definitions shall apply:

"Superintendent" includes:

- (a) any officer with authority higher than that of a superintendent;
- (b) any officer acting as a superintendent's deputy in the absence of a superintendent; and
- (c) in a department where there is no officer with the title of superintendent the supervisor who is in charge and in his or her absence his or her deputy.

"Department" includes a section of the plant called a "department" and any other separately administered section of the plant.

"Group standing down" means the standing down of a group of not less than four employees who have refused duty or who have committed misconduct whilst acting in concert.

36.2 Procedure for Resolving Claims, Issues and Disputes

36.2.1 Introduction - The parties intend that the level of direct action in the Company's operations, particularly strikes, be greatly reduced in order to provide a basis for a reduction of the ordinary weekly hours of work in the steel industry to 38 and to minimise contraction of the industry's operations.

To enable claims, issues and disputes to be progressed while work proceeds normally the following procedure will apply:

(a) Departmental Claims, Issues and Disputes -

- (i) Employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If the reply cannot be given by the end of the next ordinary working shift, a progress report will be given.
- (ii) Failing agreement, employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the superintendent or deputy. The superintendent or deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If a reply cannot be given by the end of the superintendent's or deputy's next ordinary working day a progress report will be given.
- (iii) Failing agreement, employee(s) and/or delegate(s) and/or official(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Department. The claim, issue or dispute and all relevant circumstances relating to it will then be fully reviewed by the management of the Company and by the union(s) involved and all reasonable steps will be taken in an endeavour to resolve the matter.
- (iv) Failing agreement, the claim, issue or dispute will be referred to the appropriate industrial relations tribunal.

(b) General Claims, Issues and Disputes -

- (i) The official(s) and delegate(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Department, which will take all reasonable steps to reply as soon as possible.
- (ii) Failing agreement, the claim, issue or dispute will be referred to the appropriate industrial relations tribunal if the union(s) wants to pursue it further.

36.2.2 Other Rights and Duties - The provisions of this clause will not affect in any way any other rights and duties of any party to this award pursuant to the *Industrial Relations Act 1996* or any other Act or at common law in relation to any matter.

36.2.3 Review of Procedure - The operation of this clause will be jointly reviewed by the parties at regular intervals.

36.3 Stand Down of Employees and Summary Dismissal

36.3.1 Stand Down - The Company has the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee. The Company may deduct payment for any day or portion of a day during which the employee is stood down, subject to the following:

- (a) Investigation - No employee may be stood down before an adequate investigation of the circumstances of the alleged offence has been made or before the employee has had an opportunity to state his or her case and present witnesses to the facts. This does not apply in the case of a group standing down.
- (b) Only Superintendent May Stand Down - Only the employee's superintendent may make a decision as to the standing down of the employee when the superintendent is on duty.
- (c) Limited Ability of Supervisor to Stand Down - The right of the employee's supervisor to stand down an employee is limited to situations where the employee's superintendent is not on duty. The supervisor can only stand down an employee for a period not exceeding the balance of the shift, and only in cases where the employee refuses duty or where the supervisor reasonably is of the opinion that the continued presence of the employee on the plant would be likely to:
 - (i) constitute a hazard either to that employee or to other employees, or to plant and equipment; or
 - (ii) interfere with normal and orderly functioning of the Company's operations; or
 - (iii) be prejudicial to discipline.
- (d) Superintendent Interview Following Supervisor Standing Down - Where a supervisor stands an employee down, the supervisor will arrange for the employee to be interviewed by the superintendent not later than the commencement of the employee's next rostered shift of duty or another mutually arranged time. The superintendent, after reviewing the case, must inform the employee of his or her decision on the matter.
- (e) Appeal - An employee is entitled to appeal to the relevant Company human resources representative for his or her department, against any decision of a superintendent. Despite the appeal, the superintendent's decision takes effect pending the determination of the appeal.
- (f) Working in Other Departments - If an employee is working in a department other than his or her normal department, the employee may be stood down by the appropriate supervisor for that department, subject to the other part of this clause.

36.3.2 Summary Dismissal - This clause does not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct. Where an employee is summarily dismissed, wages will be payable up to the time of dismissal only, subject to the following:

- (a) Investigation - No employee may be dismissed without notice before an adequate investigation of the circumstances of the alleged offence has been made.
- (b) Only Superintendent May Dismiss - Only the employee's Superintendent may make a decision to dismiss the employee without notice.
- (c) Must State Reasons for Dismissal - When a Superintendent decides to dismiss an employee without notice the Superintendent must give the employee the reasons for the dismissal without notice.

- (d) Contesting Dismissal - If immediately following a dismissal without notice the dismissed employee, or the employee's delegate, tells the Superintendent that the dismissal will be contested:
 - (i) the dismissal will take effect seven calendar days from the time that the employee was told of his or her dismissal; and
 - (ii) during these seven calendar days, despite the provisions of subclause 36.3.1, the employee will be stood down without pay.

36.4 Introduction of Change Including Outsourcing

36.4.1 Principles concerning the management of change

The parties agree to the following key principles concerning the management of change:

- (a) The parties recognise and accept that change is an inevitable and increasingly necessary part of the steel industry;
- (b) Change must be ongoing to ensure that the Company remains viable and employee expectation concerning security of employment can be satisfied;
- (c) In considering the desirability and business case for any proposed change the tests to be applied are requirements for the change to be:
 - safe;
 - efficient;
 - legal; and
 - fair.
- (d) The parties commit to consult and abide by the dispute settling procedures provided in this award in the event that proposed changes are not agreed. In support of this commitment there will be both detailed communication and strong reinforcement by the Company and unions in respect of these procedures. Subject to any disagreement being dealt with in accordance with agreed procedures, and in the case of significant change 36.4.3, the change will be able to be implemented.
- (e) All parties share an intent that there be "zero industrial action" and to that end will actively ensure that employees, delegates and officials will, on each and every occasion where a dispute arises and is not resolved, follow the applicable dispute settling procedure and not take industrial action.

36.4.2 Processes for Introduction of Change

- (a) Where changes are "significant in nature", as defined in this subclause, they shall be the subject to the processes set out in 36.4.3.
- (b) Changes which are not "significant in nature" shall be introduced in accordance with the principles set out in subclause 36.4.1 and the provisions of this award. Disputes in relation to such changes shall be dealt with in accordance with the procedures for resolving claims, issues and disputes provided in this award.
- (c) A change is "significant in nature" for the purposes of this clause if the change will have substantial effects on:

- (i) the composition, operation or size of the workforce in a section or department of the operations of the Company;
 - (ii) the skills required of employees;
 - (iii) the availability of job opportunities for employees;
 - (iv) the opportunities for promotions of employees;
 - (v) the security of employment of employees;
 - (vi) the hours of work of employees;
 - (vii) the location of work of employees;
 - (viii) shift pattern changes; and
 - (ix) outsourcing of work (meaning the engagement on a permanent basis of another organisation to perform work which has previously been performed by employees of the Company. In this respect outsourcing differs from the use of contractors to meet intermittent work load requirements or to provide specialist skills on a short term or as needs basis).
- (d) Where a change is otherwise provided for in this award it will not be regarded as significant in nature for the purposes of this clause.

36.4.3 Processes for introducing change which is significant in nature and for resolving associated issues and disputes

- (a) The provisions of this subclause set out the terms and order of the procedure which shall govern the introduction and management of change which is significant in nature.
- (b) A change will be determined to be significant where it meets the definition as set out in clause 36.4.2(c).
- (c) Consultation will commence in relation to workplace change as defined when:
 - (i) The Company has developed an idea regarding a workplace change that, if implemented, would result in a change which is significant in nature, and
 - (ii) The idea has been developed sufficiently as to justify the time and effort required to allocate resources and to develop a working proposal, and
 - (iii) A "Task Brief" has been prepared in at least broad terms that includes the:
 - objectives of the change;
 - issues that may arise if the change was progressed to implementation;
 - criteria for appraisal of the idea;
 - impact the idea may have on employees, customers and the business; and
 - milestones in the review process.
- (d) Consultation will commence with a notification in writing to employees and their unions (letter 1) as to the broad objectives of the change and the possible effect the change is likely to have on employees.

- (e) Consultation is the process through which employees contribute to problem-solving and decision making. It provides for employee and union input before Company management finally decides on action affecting its employees.
- (f) Employees and their unions will be provided with the opportunity to comment and input into the proposed change. This will not limit any party from proposing alternative ideas that may result in the objectives of the business being achieved.
- (g) Following consideration of all aspects of the change, including consultation with employees, the Company will advise employees and the relevant unions in writing (letter 2) as to whether or not the Company will proceed with the introduction of the change. The advice will include:
 - (i) confirmation on the introduction of the change (as finally determined) and the nature of that change;
 - (ii) the date of the introduction of the change;
 - (iii) the impact the change will have on employees; and
 - (iv) what steps are to be put in place to manage the impact that the changes will have on employees.
- (h) The consultation process will conclude upon any party to the process declaring to the other parties in writing (letter 3) that it regards the consultation process as exhausted or; an agreement is reached between the parties to the consultation on a settlement to the issues or, notification is made under the Act of an industrial dispute as to the change. The consultation process must be comprehensive and genuine and may be reconvened by direction of the Commission in dispute resolution proceedings, if it has been shown to be prematurely concluded.

A decision by employees or the unions not to participate in such discussions brings to an end the consultation process.
- (i) Where agreement is reached as to a change, the change is to be implemented immediately and the parties are to promptly record the terms of the agreement in writing.
- (j) Where the consultation process concludes upon a party declaring to the other parties that it regards the consultation process as exhausted, and there is disagreement as to the change proposed, the change may be implemented forthwith unless a party to the consultation process gives notice to the other parties that it disputes the implementation of the change, and in that case the status quo will apply. Notice of disputing a change must first be provided to the other parties verbally within 24 hours after the declaration that the consultative process is exhausted, and followed up by written notice in accordance with 36.4.3(k).
- (k) For written notice in accordance with 36.4.3(j) to be effective, it must be served on the other parties within 5 working days after the declaration that the consultative process is exhausted. The written notice must set out:
 - (i) details of the particular objection(s) to the change; and
 - (ii) whether steps have been, or will within 24 hours be taken by that party to refer the matter to the Commission.
- (l) There must be no industrial action whilst these procedures, including status quo where applicable in this clause, are followed, and subject to further discussions between the parties, the matter will be referred to the Commission.

- (m) The status quo will not apply in the following circumstances:
- (i) where written notice has not been given in accordance with 36.4.3(k), unless otherwise excused by the Commission; or
 - (ii) where the party placing the matter in dispute does not genuinely participate in the consultation process; or
 - (iii) the closure of sections of plant, not including outsourcing; or
 - (iv) to prevent or delay capital investment and the introduction of new technology.
- (n) The status quo will lapse in the event of industrial action over the proposed change.
- (o) The status quo may be altered by recommendation or direction of the Commission in proceedings pursuant to section 130 of the Act, or as the outcome of arbitration by the Commission.
- (p) For workplace change, (including the number or composition of employees engaged on any task), the consultation process may provide for the change to be introduced on a trial basis by agreement. There should be discussion between the parties as to how the trial arrangements should be implemented. An appropriate monitoring system will be established to ensure that the proposed changes are safe, efficient, legal and fair. The period of the trial will be determined in advance, with a return to the status quo in the event that it is shown that the trial fails the safe, efficient, legal and fair test.
- (q) Where an issue associated with a change concerns the interpretation or application of an existing provision of the award, the status quo shall prevail until the matter is agreed or is the subject of interpretation by the Commission. No industrial action shall occur in relation to such a dispute.
- (r) Nothing in this agreement detracts from the operation of the Act with respect to the settlement of industrial disputes.
- (s) Definition:

For the purposes of clause 36.4, the term "Workplace Change" does not include:

Matters that involve the requirement for employees to work in accordance with the reasonable direction of the Company; normal day to day operations and work within the employee's recognised skills, competence, training and safe working practices.

Company decisions regarding significant capital investment, business growth, etc. In these circumstances the Company is to provide the information in writing to employees and their unions as referred to in points (i) to (iv) of clause 36.4.3(g).

36.4.4 Nature of Consultation

Consultation involves:

- (a) All parties (management, employees and unions) being prepared to put forward considered views in respect of desired improvements and alternatives as to how such improvements could be achieved;
- (b) An opportunity being given to all affected parties to fully understand the nature and impact of those views before any final decision on implementation of changes is made by the Company;

- (c) Fair consideration being given to the issues and concerns raised by the parties before any final decision on implementation of change is made.

37. Regulation of Disturbances to Production and Supply

37.1 Objects of this Clause

- 37.1.1 One of the key pillars that supports the ability of the Company to have an effective and efficient business is the ongoing compliance by the parties and all employees with the obligations in this clause in respect of hot metal arrangements and meeting urgent customer needs.
- 37.1.2 The commitment and compliance with the obligations prescribed in this clause are significant in that they recognise the paramount importance of satisfying the Company's customers each and every day and the close linkage between customer satisfaction, business performance and employment security. In addition they recognise the importance of protecting the security and integrity of the Company's assets and not wastefully destroying product.
- 37.1.3 The parties recognise that to achieve these goals and maintain secure employment, they must manage their differences without allowing these differences to result in the destruction of product or major disruption to the Company's customers.
- 37.1.4 The parties understand that only by satisfying customers and developing markets can the Company deliver the desirable benefit of ongoing security of employment.
- 37.1.5 The obligation to comply with the arrangements contained in this clause in respect of hot metal and meeting urgent customer needs does not restrain, or seek to restrain, the taking of industrial action which does not result in non-compliance with those obligations. The parties are however committed to working together to provide a workplace where issues are resolved without recourse to industrial action.
- 37.1.6 The obligations imposed by this clause apply to all parties and all employees at all times, regardless of the reasons for or the nature or the extent of industrial action (i.e. whether limited to a particular part or parts of the Company's operations or involving the whole of such operations).
- 37.1.7 The obligations imposed by this clause require that employees covered by this award perform as directed the necessary work (for the purposes of this clause) which is part of their usual duties and are not to be taken as requiring 'staff' employees to undertake such work instead of employees covered by this award.
- 37.1.8 The hot metal arrangements provided for in this clause are designed to preserve the interests of those engaged in the taking of industrial action by requiring that the Company not deal with slabs produced (in the sense of further processing and despatching the slabs) until the industrial action ceases except as provided for in subclause 37.3.6.
- 37.1.9 Similarly, the proposal for the meeting of urgent customer needs does not require all product to be distributed but rather only that part of it requiring urgent dispatch and subject to the provision of information and appropriate consultation as specified in this clause.

37.2 Compliance with this Clause and Linkage with Employment Security

- 37.2.1 There must be strict compliance by all parties with the terms of this award concerning hot metal arrangements (subclause 37.3) and meeting urgent customer needs (subclause 37.4) during the course of any industrial action. There must be no breaches of these provisions.
- 37.2.2 The taking of steps during the course of any industrial action in breach of these requirements would be a serious matter and one requiring significant and urgent attention in any dispute resolution processes. Any breach would be a paramount consideration for the Commission in the exercise of its powers under the Act as to industrial disputes.

37.2.3 A breach of the provisions concerning hot metal arrangements (subclause 37.3) and meeting urgent customer needs (subclause 37.4) may result in the removal (in part or whole) of the employment security provisions specified in clause 34.4 of this Award. Any such removal shall not relieve the employees concerned of their obligations to comply with the requirements of this clause 37.

37.2.4 An application to remove the benefits of security of employment from any employees may be made by the Company by notification under the Act of an industrial dispute. The Company shall bear the onus of making out a case for such removal. The determination of such an application shall be governed by the considerations referred to by the Commission in the Recommendation of Walton J - Vice President, dated 13 May 2002, particularly at paragraph 95. The Commission's determination shall be binding on the parties.

37.3 Hot Metal Arrangements

37.3.1 Plant operations will continue at normal production rates unless there is industrial action, which extends more than 8 hours, in one of the following major departments and where that action would prior to the BHP Steel Port Kembla Operations Enterprise Agreement 2002 have resulted in the dumping of hot metal.

The major departments are: Blast Furnaces, Rail Operations, BOS and Slab Caster.

37.3.2 Recognising that this provision is designed to avoid destruction of product and not to retain normal operations in the event of industrial action in one of the above areas, the Blast Furnaces will, where the industrial action in one of the major departments referred to in subclause 37.3.1 runs for more than 8 hours, operate at a reduced level. That level will be nominally 90% of full production level - that being the level necessary to maintain stable furnace operations and to return to normal operating levels immediately after the industrial action.

37.3.3 All iron that is at the BOS at the time the industrial action commences will be processed as normal, provided that two (2) hours after the provision of notice to the Company that the industrial action has commenced, the provisions of subclause 37.3.6 shall apply

37.3.4 Slabmaking operations will be sufficient to ensure that there is no hot metal dumped as a result of industrial action. Generally it is expected that this will require consistent 2-machine casting on any 2 machines as may be required. It is noted that, where possible, generally No. 2 and No. 3 machines would be utilised.

37.3.5 Slabs will be processed to the extent necessary to ensure the integrity of the product.

37.3.6 Subject to subclauses 37.3.3, 37.3.5 and 37.3.7 all slabs produced during the course of industrial action shall be stored at locations selected by the Company and will not be further handled, dispatched or processed until the actual cessation of the industrial action, provided that slabs shall be further handled (but not dispatched or processed) to the extent necessary for reasons of safety or to enable effect to be given to the objects of this clause and the requirements of this subclause 37.3.

37.3.7 Slabhandling operations will ensure that slab is stacked in the Slab Yard or as directed by the company in an efficient and effective way. Where the industrial action is in the Slab Yard area, slab will still be produced and that slab will be stacked and stored in an effective and efficient way as directed by the Company.

37.3.8 The parties' commitment to "no dumping of iron" requires that support functions necessary to sustain the safety and operating integrity of the blast furnaces, however provided, will continue through the industrial action.

37.3.9 No employee or union will direct or encourage any employee or contractor in an associated area to take action that may have the effect of circumventing the intent and

operation of these arrangements - namely that Blast Furnaces continue to operate and hot metal is not dumped in the event of industrial action.

- 37.3.10 The Company shall provide the unions each day with a list of the location of all slabs stored in accordance with these hot metal arrangements during the course of industrial action.

37.4 Meeting Urgent Customer Needs

- 37.4.1 To satisfy the requirements of the customers of the Company, the parties are committed to ensuring that the urgent needs of customers are met throughout the period of any industrial dispute.

- 37.4.2 In recognising that the Company's customers are a key foundation of the Company's business, the parties commit to the principle that all disputes and issues will be resolved in accordance with the applicable dispute resolution procedures and without recourse to industrial action that would adversely impact on those customers.

- 37.4.3 In the unlikely event of industrial action occurring, the parties will, before such action commences, and on an ongoing basis as necessary during such action, hold discussions in relation to production or maintenance work that is necessary to enable genuinely urgent customer requirements to be met. So far as practicable, prior to the taking of industrial action and (on all occasions) progressively, as necessary, during such action the relevant union delegate(s) and the relevant Company representatives will meet and confer immediately and on an ongoing basis to manage the supply of product to avoid stocking out of customers.

- 37.4.4 The Company's customer service or logistics representative will identify product that is required to maintain a customer's business and is packed and waiting dispatch.

- 37.4.5 Where, in accordance with subclause 37.4.6 and 37.4.7, product is identified as requiring despatch to avoid a stock out or potential stock out and that product or part of that product is packed and awaiting dispatch, it will be dispatched as required by the Company.

- 37.4.6 The Company will become aware, either through its dispatch management systems or by way of other direct communication with a customer that the customer is in need of urgent delivery of product to avoid a stock out. This will occur each and every day during a period of industrial action.

- 37.4.7 Where the Company becomes aware of a stock out or a potential stock out for a customer, then the Company will provide to the relevant union delegate a written report containing the following particulars of the stock out or potential stock out:

the name of the customer,

the product and quantity required,

where the product is required, and

when the product is required.

A copy of the written report will be faxed to the relevant union offices.

- 37.4.8 In the event that there is a residual amount of an order to be processed to enable dispatch of it to occur and there are special or urgent considerations applying to the order, these circumstances will be raised and discussed between the relevant Company representative and the relevant employee representative with a view to reaching agreement. In the absence of agreement either party may seek the assistance of the Commission by notification under s130 of the Act. The parties agree that if the operation of this subclause

creates substantially adverse consequences then any party may apply to the Commission after 13 November 2002 to recommend other arrangements in relation to residual amounts of orders and the parties will comply with the terms of such recommendation in lieu of the provisions of this subclause.

37.4.9 In the event that there is a breakdown of a crane, forklift, or other dispatch related equipment that would otherwise prevent the urgent dispatch of product provided for in this subclause then maintenance employees or contractors as appropriate will work to repair the equipment and facilitate the dispatch of product.

37.4.10 No employee or union will direct or encourage any employee or contractor in an associated area to take action that may have the effect of circumventing the intent and operation of these arrangements.

37.4.11 In subclause 37.4:

"relevant union delegate" means the delegate of the employees whose industrial action is preventing or hindering the normal despatch of product. In the absence of that delegate the relevant union delegate shall be the employee who, in the ordinary course, would be regarded by the employees as acting in the place of the delegate.

"relevant company representative" means the customer service officer nominated by the company for the purpose of the arrangements in this subclause.

"Stock out" and "stocking out" mean a situation where the customer is unable, because of its lack of the Company product which the customer requires, to maintain its normal operations.

37.5 To ensure that effect is given to the provisions of clause 37 of this award, the departmental arrangements as set out in Schedule 1 shall apply.

DIVISION 7 - MISCELLANEOUS

38. Delegates

38.1 Recognition of Delegates

38.1.1 The Company will recognise an employee who is a delegate representing the employees in a shop or department where he or she is employed. A delegate will be allowed the necessary time to interview the employees for whom the delegate represents, the Company or its representatives, during working hours, where there is a dispute affecting employees in his or her shop or department.

38.1.2 The Company will not be bound to recognise as a delegate any employee whom the union concerned has sent written notification to the Company that it does not recognise that employee as a delegate.

38.1.3 The Company will, upon request, provide each recognised delegate with a suitable locker for the purpose of storing relevant union material at the workplace.

38.2 Delegates' Training

38.2.1 The Company recognises the unions' desire for delegates' training and will cooperate with unions to facilitate release and pay ordinary wages to delegates attending agreed courses in cases where:

- (a) there is prior consultation with the Company about the course and the ability to release particular employees from the job;

- (b) the course is aimed at improving industrial relations and deals with relevant matters in a positive and responsible manner;
- (c) when appropriate, there is an opportunity for Company participation in or contribution to the course. The Company will not unreasonably refuse to release delegates to attend training courses that comply with (a), (b) and (c) of this clause.

39. Payroll Deduction of Union Membership Fees

- 39.1 The Company shall deduct union membership fees (not including fines or levies) from the pay of any employee, provided that:
- 39.1.1 the employee has authorised the Company to make such deductions in accordance with subclause 39.1.2 herein;
 - 39.1.2 the union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount;
 - 39.1.3 deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - 39.1.4 there shall be no requirement to make deductions for casual employees with less than 2 months' service (continuous or otherwise).
- 39.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of union fees (including a variation in that fee effected in accordance with the union's rules) that the union advises the Company to deduct. Where the employee passes any such written authorisation to the union, the union shall not pass the written authorisation on to the Company without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 39.3 Monies so deducted from employees' pay shall be remitted to the union on either a weekly, fortnightly, monthly or quarterly basis at the Company's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts, provided that:
- 39.3.1 where the Company has elected to remit on a weekly or fortnightly basis, the Company shall be entitled to retain up to 5 per cent of the money deducted; and
 - 39.3.2 where the Company has elected to remit on a monthly or quarterly basis, the Company shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 39.4 Where an employee has already authorised the deduction of union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 39.5 The union shall advise the Company 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 Company a minimum of two months' notice of any such change.
- 39.6 An employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of union membership fees.
- 39.7 Where an employee who is a member of the union and who has authorised the Company 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 Company in order for payroll deductions of union membership fees to cease.

40. Apprentices

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

40.1 Conditions of Employment - The ordinary conditions of employment, including method of payment, award holidays, hours and overtime, will be those contained in this award, provided an apprentice whilst under 18 years of age will not be allowed to work shift work, and an apprentice will not work shift work unless working under the control of a tradesperson in the same trade. An apprentice will not be required to work overtime during the first year of his or her apprenticeship unless he or she is willing to do so.

40.2 Lost Time - The Company may deduct from the wages of an apprentice amounts proportionate to the working time lost by the apprentice in any wage period when suspended under the provisions of subclause 40.3 or owing to his or her absence from the service of the Company, unless such absence is caused by:

40.2.1 the Company's fault;

40.2.2 illness not exceeding one week in each year of service, duly certified by a qualified medical practitioner;

40.2.3 the occurrence of any public holiday prescribed by this award.

40.3 Disciplinary Code

40.3.1 Apprentices may be suspended by the Company without pay during such period of suspension for the following reasons, and subject to the undermentioned limitations of each suspension, viz:

Nature of Offence or Misdemeanour

Disobedience, Laziness, Bad Timekeeping, General Misconduct, etc

First Offence - The apprentice will be cautioned and told that this caution will be noted on his or her history card.

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

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

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which will admonish the apprentice and advise him or her that the offence or misdemeanour, if persisted in, may lead to cancellation of his or her indenture in accordance with Part 4 of the *Apprenticeship and Traineeship Act 2001* (NSW).

Insolence, Wilful Disobedience, Wilful Damage to Property, Neglect of Safety Precautions which may result in injury to himself or fellow employees, Theft, Assault or Other Serious and Wilful Misconduct

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

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

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which will admonish the apprentice. If such conduct is persisted in, the apprentice may be suspended immediately and his or her indenture may be cancelled in accordance with Part 4 of the *Apprenticeship and Traineeship Act 2001* (NSW).

40.3.2 When the Company intends to suspend an apprentice, it will immediately so advise the Commissioner for Vocational Training and the union or unions covering the apprentice's trade.

40.3.3 When the Company suspends an apprentice the suspension will be affected by handing or delivering to the apprentice a notice in writing specifying:

- (a) particulars of the offence alleged to have been committed;
- (b) the period of suspension;
- (c) that future misconduct may cause the Company to seek cancellation of the indenture;
- (d) the address of the Commissioner for Vocational Training; and
- (e) that the apprentice is entitled to apply to the Commissioner for Vocational Training at that address, by letter, to have the suspension set aside.

40.3.4 The Company will forward a copy of the notice to the Commissioner for Vocational Training, the union or unions covering the apprentice's trade and to the parent or guardian of the apprentice on the same day as the notice is handed or delivered to the apprentice.

40.3.5 Any purported suspension not effected in accordance with the above will be of no effect.

40.3.6 Nothing in this clause will affect the rights or obligations of any party to the apprenticeship under the *Industrial and Commercial Training Act 1989* (NSW).

40.4 Wages

40.4.1 The minimum weekly rates of pay for apprentices are as set out in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications of this award.

40.4.2 The total wages of apprentices will be calculated to the nearest five cents, any broken part of five cents in the result not exceeding half of five cents to be disregarded.

40.4.3 An employee who is under 21 years of age on the expiration of his or her apprenticeship and subsequently works as a minor in the occupation to which he or she has been apprenticed will be paid at not less than the adult rate prescribed for that classification.

40.4.4 The special rates provisions in this award will apply to apprentices in the trades where tradespersons are paid these special rates.

40.4.5 Tool allowance - A tool allowance will be paid to apprentices as prescribed in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications of this award. The allowance will apply for all purposes of the award.

40.4.6 Where it was the practice as at 14 December 1979 for the Company to provide all tools ordinarily required by an apprentice in the performance of his or her work, the Company may continue that practice and in that event the allowance prescribed in paragraph 40.4.5 will not apply to such apprentices.

41. Travelling Time and Fares

41.1 Electrical Tradespersons and maintenance non-tradespersons whose usual place of employment is either Springhill or CRM and who are temporarily transferred from one Works to the other by direction of the

Company, will be paid for all travelling time and fares reasonably incurred in travelling between their homes and their usual place of employment.

- 41.2 Such excess time will be paid for at the ordinary rates except on Sundays and Public Holidays when it will be paid for at time and one-half.
- 41.3 This clause only applies to employees travelling by ordinary public transport.

42. Department Work Redesign Agreements

- 42.1 Departments within the Company's operations may from time to time make Work Redesign Agreements which include new rates of pay and conditions of employment for employees covered by this award which differ from the provisions contained in Part A - General Conditions and Part C - Monetary Rates - Restructured Classifications of this award. A Work Redesign Agreement will take effect when this award is varied to incorporate the Agreement in Division 2 - Work Redesign Agreements of Part B - Agreements to this award. Upon taking effect, the provisions of a Work Redesign Agreement will prevail over provisions contained in Part A - General Conditions and Part C - Monetary Rates - Restructured Classifications of this award to the extent of any inconsistency.
- 42.2 The rates of pay contained in Part C - Monetary Rates - Restructured Classifications for each Department's Work Redesign Agreement are inclusive of the adult basic wage prescribed for the purposes of the *Industrial Relations Act 1996*.

PART B - AGREEMENTS

DIVISION 1 - GENERAL AGREEMENTS

43. Payment for Training

- 43.1 Scope of Agreement - This agreement applies to Company authorised training to allow employees to:

43.1.1 carry out the full range of duties of his or her current classification; and/or

43.1.2 progress within the appropriate Employee Job Development model;

provided that the employee's attendance at authorised training has been approved by supervision after consideration of the employee's and Company's needs, including operational requirements. Any refusal by supervision to grant such approval is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

This agreement does not apply to training which is generally not associated with:

43.1.3 allowing employees to carry out the full range of duties of his or her current classification; and/or

43.1.4 the appropriate Employee Job Development model,

such as occupational health and safety committee training, trade union training, full time training (eg apprentices) or training such as that covered by the Approved Student and Cadet Schemes and University Degrees.

So far as is reasonably practicable, having regard to operational requirements and the need to minimise labour costs additional to those of the employee's paid ordinary hours, an employee's training will be done during the employee's ordinary hours of work (including where appropriate by rescheduling those hours).

- 43.2 Payments - Where with the approval of the Company an employee attends training authorised by the Company, the employee's attendance will be on the following basis:

43.2.1 TAFE and other externally provided training whether conducted on or off the plant:

- (a) during ordinary working hours - no deduction from the employee's ordinary wages;
- (b) outside ordinary working hours - attendance and payment at single time payment will be approved in accordance with the needs of the authorised training. Generally this training will not exceed 6 hours per week except that additional training may be approved and single time payment will be made if exceptional training requirements exist.

43.2.2 Other classroom training:

- during ordinary working hours - no deduction from the employee's ordinary wage;
- outside ordinary working hours - single time payments.

43.2.3 Computer aided or computer based training during ordinary working hours - no deduction from the employee's ordinary wage.

43.2.4 Computer aided or computer based training outside ordinary working hours - single time payment for the time spent training up to the maximum of the course duration as determined by the course designer or course coordinator. No payment will be made for time beyond that duration. Any refusal of payment is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

43.2.5 On-the-job training:

- (a) during ordinary working hours - no deduction from the employee's ordinary wage;
- (b) outside ordinary working hours - single time payment for the employee's initial training period. However, once the employee has completed the initial training period and commences experience training the appropriate award overtime rates of pay will apply.

For the purposes of 43.2.5(b) above:

"initial training" is the training which an employee undertakes to the point where the employee's supervision is satisfied that the employee has acquired sufficient knowledge and understanding of a skill, task or function to perform that skill, task or function; and

"experience training" is the training, if applicable, following initial training during which an employee is gaining experience in the skill, task or function which is required for the purpose of accreditation.

43.3 Repeat Training

43.3.1 If an employee fails to pass an accreditation stage:

- (a) but has genuinely applied themselves to training (as determined by supervision), supervision will authorise and pay the employee for additional training at a mutually agreed time (which fits in with the employee's departmental requirements and does not disadvantage other employees);
- (b) and has not made a genuine effort (as determined by supervision), the employee will be placed at the bottom of the training waiting list for that training requirement. The employee will not be paid for repeat training outside ordinary working hours, and unless circumstances require a different approach, repeat training will not be arranged during ordinary working hours.

43.3.2 Repeated failure will result in counselling by supervision to determine a solution.

43.3.3 Any disputes arising in relation to 43.3.1(a), 43.3.1(b) and 43.3.2 will be progressed through the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

43.4 Refresher Training - In the case of an employee who is undertaking authorised refresher training (eg a forklift driver who has not driven a forklift for 5 years), the employee will receive payment in accordance with the appropriate payment for training provision in 43.2.

43.5 Definitions

43.5.1 "ordinary working hours" means:

the employee's normal working hours in the case of a Day Worker;

the employee's rostered on shifts in the case of a Shift Worker;

the employee's rescheduled rostered on shifts in the case of a Shift Worker whose shifts have been rescheduled for the purposes of approved training.

43.5.2 "ordinary wage" means the employee's ordinary award rate and the applicable overaward or bonus for the employee's classification under clause 6, Rates of Pay, where applicable includes:

(a) shift allowance under clause 15, Shift Work Allowances for Shift Workers;

(b) weekend premiums;

(c) all purpose allowances, under clause 8, Special Rates (All Purpose);

It excludes:

(d) disability rates, under clause 9, Disability Rates, if these are not experienced.

It is paid for time spent in tuition, travelling and examination only.

43.5.3 "single time payment" means the employee's ordinary award rate and applicable overaward or bonus for the employee's classification, under clause 6, Rates of Pay. It excludes:

(a) shift allowance under clause 15, Shift Work Allowances for Shift Workers;

(b) weekend premiums, under clause 16, Saturday Rates of Shift Workers, and clause 18, Sunday and Public Holiday Rates;

(c) all purpose allowances, under clause 8, Special Rates (All Purpose);

(d) disability rates, under clause 9, Disability Rates; and

(e) overtime, under clause 22, Overtime.

It is paid for the time spent in tuition and examination only.

43.5.4 "classroom training" means training conducted by a trainer, supervisor or other suitably qualified person in any training centre, conference room, crib room or office.

43.6 Miscellaneous

43.6.1 An employee is training until he or she receives accreditation for the skills being learned.

43.6.2 Where an employee is required to travel from work, during ordinary working hours, to attend TAFE or other externally provided training, or travel from training back to work, the employee

will be allowed up to 30 minutes travelling time. This travelling time will be paid at the employee's ordinary wage. If the travelling time is outside the employee's ordinary working hours, no payment will be made.

43.6.3 Employees will not be expected to work excessive hours and attend at the same time (ie an employee will not be expected to work and train on sequence of doublers).

43.7 Exceptions to subclause 43.2

43.7.1 If an employee is required to attend authorised training outside ordinary working hours on a Saturday, Sunday, Public Holiday, or rostered day off, the employee will be entitled to the appropriate penalty payments, or by agreement, time off in lieu.

For the purposes of 43.7.1:

- (a) "appropriate penalty payments" means the appropriate award overtime payments, under clause 22, Overtime, clause 16, Saturday Rates of Shift Workers and clause 18, Sunday and Public Holiday rates;
- (b) shift allowance is not paid on any shift; and
- (c) "time off in lieu" is equal or single time, not penalty time (eg. if an employee trains for 8 hours on Saturday and it is agreed that the employee has time off in lieu, the employee has 8 hours off work).

43.7.2 Employees attending authorised training on compulsory "ring roster days" or "21st shifts" will be paid according to his or her roster (i.e. overtime rates).

43.7.3 Employees asked to remain at work or attend work outside his or her ordinary working hours for the purpose of performing work will be paid overtime. If, during such work, training is carried out (eg. during a mechanical breakdown) the employee will continue to be paid overtime for the training period.

43.7.4 No payment will be made for:

- (a) time spent in personal study and/or private tuition;
- (b) time spent enrolling in authorised external courses (eg TAFE);
- (c) time spent in preparation of assignments;
- (d) waiting time between courses;
- (e) time spent on text based self-guided learning.

43.8 Payment of Course Fees - Unless an employee has failed to complete training through insufficient effort or application the Company will reimburse to the employee the cost of any authorised training fees associated with authorised training. Textbooks and other material associated with the training will be paid by the employee.

43.9 Award Provisions - The following provisions of this award continue to apply to employees required to train:

43.9.1 clause 20, Transfer of Day Workers from Day Work to Shift Work; and

43.9.2 clause 22.3.7, Transport Home, of clause 22.

44. Lump Sum Payment Scheme

- 44.1 Purpose of the Agreement - This clause provides for a quarterly Lump Sum Payment directly related to business performance improvement measured against performance indicators.

The purpose of the agreement is to:

44.1.1 Reinforce commitment to the understandings to work to ensure a viable steel making industry at Port Kembla.

44.1.2 Assist in achieving the Company's critical business objectives. In this regard the parties commit themselves to co-operating in measures to achieve and maintain world class steel operations.

44.1.3 Recognise the contribution of employees to improved performance when this has occurred.

- 44.2 Payment - Lump Sum Payments will be made to all employees of the Company on the payroll at the end of that quarter for which the payment is made, except employees off work on non-accident pay workers' compensation. This performance recognition payment will be calculated as a percentage of total gross earnings, as defined.

Employees who leave the Company during the period, will not be eligible for payment.

- 44.3 Principles of Payments System - The terms of the performance improvement recognition payments system are:

44.3.1 In addition to other payments, there will be a quarterly performance recognition payment directly related to reasonably achievable business performance improvements measured against the agreed performance indicator.

The agreed performance indicator at Springhill and CRM will be determined by the Company following consultation with the unions who are party to this award.

44.3.2 The performance recognition payments will be paid at the end of each quarter and will be calculated as a percentage of total gross earnings.

For this purpose, total gross earnings does not include payments in respect of absences on workers' compensation by employees not in receipt of accident pay or termination payments or performance recognition payments paid during the quarter but related to a previous quarter.

44.3.3 The percentage of total gross earnings to be paid will be determined by reference to the actual performance measured against the 4.5 per cent target performance indicator.

44.3.4 On achievement of the agreed performance targets, 4.5 per cent of total gross earnings as defined for the purpose of the Scheme, with payments varying above and below this amount possible depending on performance.

The maximum quarterly payment to be made under this Scheme will not exceed 5.5 per cent of gross earnings.

44.3.5 Payments will be included in the direct deposit and (itemised separately) on the pay docket of the first administratively convenient pay fortnight following the end of a quarter. Payments will be taxed at the individual's appropriate marginal rate in the pay fortnight in which the payment is made. The payments, including tax deductions, will be included in each employee's Group Certificate.

- 44.4 Required Actions - The parties acknowledge that the continued viability of Springhill and CRM is dependent upon taking continual steps to reduce total costs, increase prime product tonnes, and promote adherence to agreed dispute settling procedures.

DIVISION 2 - WORK REDESIGN AGREEMENTS**45. Metal Coating Lines**

45.1 Production Support - Metal Coating Lines

45.1.1 Application

- (a) This agreement applies to all employees of BlueScope Steel Limited employed in the Production Support section in the Metal Coating Lines Department under the classifications contained in Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.
- (b) The parties agree that this agreement will have no application to and will in no way create a claim for flow on of salaries and conditions provided for in this agreement to employees in the Company or any other department or division unless by agreement.

45.1.2 Team Values - The following values have been agreed to provide a shared framework for the successful operation of each team. Their application will complement the direction and values of the Metal Coating Lines:

- (a) Safety - Safety is the Number 1 focus for all.
- (b) Customers - Do everything we can to satisfy our customers' needs.
- (c) Results - Do our best and look for ways to improve everything we do.
- (d) People - Value, recognise and develop our people.
- (e) Fairness - Give everyone a fair go. Treat people equally and consistently.
- (f) Respect - Have respect and care for the individual, the company and the community.
- (g) Honesty - Be open, honest and trustworthy.

45.1.3 Hours of Work - The 12 hour 7 day continuous shift roster to be implemented as part of the team work system has been agreed by the parties.

- (a) The standard hours of work shall be an average of 38 hours per week.
- (b) The shift system being worked may be varied after consultation to suit the circumstances of the operation.
- (c) Under normal operational requirements, a maximum of 4 x 12 hour shifts over four consecutive days may be worked.
- (d) Under normal operational requirements, a maximum of four additional hours may be worked immediately following a 12 hour ordinary shift.
- (e) Where 12 hour shifts are worked, two meal breaks will be taken. The team will determine the timing of such breaks, having regard to work requirements.
- (f) The team will be responsible for ensuring that relief at the change of every shift occurs with no disruption to operations.

45.1.4 Additional Hours - All employees will receive a prepaid allowance for additional hours and will be required to work additional hours to cover absences and meet operational requirements. It is the defined work team's responsibility to establish a fair system to ensure that all such events are defined and covered. These arrangements ensure that a full labour complement is available at the

commencement of every shift. Records will be kept on all hours worked and a review of the additional work hours payment will be made as required. Employees will be entitled to an additional payment provided it is within the following guidelines:

Where 80 per cent of employees in a defined work team have each worked more than their pre-paid additional work hours in a 13 week period, then each individual who has exceeded these hours will be paid at the rate of double time for those hours in excess of the pre-paid hours. The base rate for their classification will be used for this calculation (refer Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications).

45.1.5 Public Holidays Falling During Annual Leave - The additional payment component of the annualised salary includes payment for all public holidays falling during periods of annual leave.

45.1.6 Sick Leave - Employees are expected to attend work regularly. Discretionary sick leave provides an insurance that an employee who is unable to attend work because of a genuine illness will continue to receive their salary as per Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. Employees will be required to provide a medical certificate or other evidence where the absence is more than two days or more than a total of five single days in any year or where a marked pattern of absences is developing.

In instances where an individual continually abuses the sick leave provisions the team and management jointly have the discretion to withhold payment for the absence.

Requirements for extended periods of sick leave will be considered jointly by the team and/or management, taking into account:

- (a) the circumstances and nature of the illness or injury; and
- (b) the history of work performance and attendance.

45.1.7 Annualised Salaries - General - All employees working as part of the Production Support Teams at the Metal Coating Lines under the classifications listed in Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, will be paid an annualised salary.

The annualised salary will:

- (a) provide a stable income, with a standard pay on a fortnightly basis for the individual;
- (b) reduce inefficiencies by building in payment for a set number of additional hours; and
- (c) support the team concept.

The annualised salary is made up of four components:

- (d) Base Rate - Payment includes the award wage and overaward (bonus) payments.
- (e) Additional Payments - Payment for all public holidays (worked and rostered).
- (f) Shift Work Payments and Penalties - Payments for all disabilities and disturbances associated with shift work and the working of regular rostered shifts on weekends.
- (g) Additional Work Hours - Payment for work undertaken as required outside ordinary shift or day hours.
- (h) The calculation of this annualised salary is contained in Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

45.1.8 Annualised Salaries - Rates - Employees will be paid salaries in accordance with Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. All salaries will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.

46. Maintenance

46.1 Springhill Maintenance Support

46.1.1 Application

- (a) This agreement applies to all employees of BlueScope Steel Limited employed in the Springhill Maintenance Support department under the classifications contained in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.
- (b) The parties agree that this agreement will have no application to and will in no way create a claim for flow on of salaries and conditions provided for in this agreement to employees in the Company or any other department or division unless by agreement.

46.1.2 Team Concept - The Springhill Maintenance Support group are committed to effectively using departmental employees to work on down days to minimise contract labour and reduce maintenance costs while managing existing shop work in an efficient and economical manner.

46.1.3 Hours of Work - The hours of work for the group is based on a 5 day a week 8 hour day operation. This currently provides the best strategic coverage of the Springhill maintenance needs.

The standard hours of work shall be 38 hours per week.

By mutual agreement within a team, the start and finish times may be changed to better service down days, and any other particular work requirements.

Team members working on plant down days who finish their teams scope of work inside the allotted 8 hour day will return to the workshop and complete their shift by carrying out other duties within the department's normal scope of work.

Flexible shift arrangements are a part of this redesign and they can occur where there has been adequate forward planning. The flexibility of shifts should be arranged having regard to the capability of the department to perform both shop work and down day workload. Adequate notice of 48 hours should be given to employees of the requirement to change shifts. This should be shared amongst the various teams and their team members. Flexible shifts will be worked on the same day as the employee's normal shift.

46.1.4 Additional Hours - All employees will receive a prepaid allowance for additional hours and will be required to work additional hours to meet operational and departmental work requirements. It is the work team's responsibility to establish a fair system to ensure that adequate labour is available to undertake the required work. Records will be kept on all hours worked and a review of the additional work hours payment will be made as required. Employees will be entitled to an additional payment provided it is within the following guidelines:

Where 80 per cent of employees in a defined work team have each worked more than their pre-paid additional work hours in a 13 week period, then each individual who has exceeded these hours will be paid at the rate of double time for those hours in excess of the pre-paid hours. The base rate for their classification will be used for this calculation (refer Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications).

46.1.5 Overtime Meals - There are no entitlements to the provision of a meal allowance, or a suitable meal free of cost under clause 22, Overtime of Part A - General Conditions for employees under this Agreement.

46.1.6 Sick Leave - Employees are expected to attend work regularly. Discretionary sick leave provides an insurance that an employee who is unable to attend work because of a genuine illness will continue to receive their salary as per Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. Employees will be required to provide a medical certificate or other evidence where the absence is more than two days or more than a total of five single days in any year or where a marked pattern of absences is developing.

In instances where an individual continually abuses the sick leave provisions the team and management jointly have the discretion to withhold payment for the absence.

Requirements for extended periods of sick leave will be considered jointly by the team and/or management, taking into account:

- (a) the circumstances and nature of the illness or injury; and
- (b) the history of work performance and attendance.

46.1.7 Annualised Salaries - General - All employees working as part of the Springhill Maintenance Support teams under the classifications listed in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, will be paid an annualised salary.

The annualised salary will:

- (a) provide a stable income, with a standard pay on a fortnightly basis for the individual;
- (b) reduce inefficiencies by building in payment for a set number of additional hours; and
- (c) support the team concept.

The annualised salary is made up of four components:

- (d) Base Rate - Payment includes the award wage and overaward (bonus) payments.
- (e) Additional Payments - Payment for allowances and loading under clause 8, Special Rates (All Purpose), clause 9, Disability Rates and clause 26, Annual Leave.
- (f) Additional Work Hours - Payment for work undertaken as required outside ordinary hours.
- (g) The calculation of this annualised salary is contained in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

46.1.8 Annualised Salaries - Rates - Employees will be paid salaries in accordance with Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. All salaries will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.

PART C**MONETARY RATES - RESTRUCTURED CLASSIFICATIONS****Table 1 - Restructured Ironworker Rates of Pay**

Description	Rate of pay per 38-hour week from the first pay period commencing on or after 18 March 2005 (\$)
1. Metal Coating Lines Department	
Entry Level	580.20
Level 1	617.30
Level 2 Entry	649.50
Level 2 Delivery	665.60
Level 3 Entry	681.80
Level 3 Delivery	701.00
Level 4 Entry	720.30
Level 4 Delivery	739.70
Senior Operator	799.60
Production Support	
Entry Level	569.20
Level 1	604.50
Level 2	633.30
Level 3	649.50
Senior Operator	799.60
2. Uncoated Department	
Coupled Pickle Cold Mill	
Learner Operator	597.40
Operator 1	664.60
Operator 2	700.80
Operator 3	739.10
Operator 4 Relief Roller	792.40
Roll Shop Operator	609.30
3. Painting and Finishing Department	
No. 3 Paintline	
Operator 1	602.40
Operator 2	624.40
Operator 2A	625.10
Operator 3	665.60
Operator 4	715.90
Operator 5	739.70
Finishing	
Entry Level Operator	546.50
Operator Level 1	591.50
Operator Level 2	672.90
Operator Level 3A	698.70
Operator Level 3	727.40
Finishing Department Facilitator	799.60
4. Maintenance	
Maintenance Ironworkers	
Maintenance Ironworker - Level 1	563.50
Maintenance Ironworker - Level 2A	578.60
Maintenance Ironworker - Level 2	609.30
Maintenance Ironworker - Level 3	640.10

Table 2 - Graded Trades Rates of Pay

	Rate of pay per 38-hour week from the first pay period commencing on or after 18 March 2005 \$
1. Electrical Trades (inclusive of a tool allowance of \$11.80 per 38-hour week)	
Electrical Tradesperson (E) Base Level	699.30
Electrical Tradesperson (E) Level 1	723.90
Electrical Tradesperson (E) Level 2	753.90
Electrical Tradesperson (E) Level 3	783.50
Electrical Tradesperson (E) Level 4	815.70
Electrical Tradesperson (E) Level 5	834.80
Electrical Tradesperson (E) Level 6	881.90
2. Mechanical Trades (inclusive of a tool allowance of \$11.80 per 38-hour week)	
Graded Tradesperson (M) Base Level	681.70
Graded Tradesperson (M) Level 1	705.30
Graded Tradesperson (M) Level 2	734.10
Graded Tradesperson (M) Level 3	762.90
Graded Tradesperson (M) Level 4	794.10
Graded Tradesperson (M) Level 5	812.20
Graded Tradesperson (M) Level 6	857.30

Table 3 - Apprentices

Rate of pay and tool allowance per 38-hour week from the first pay period commencing on or after 18 March 2005

1. Four Year Term	Rate of Pay (\$)	Tool Allowance (\$)
Apprentice 1st Year	279.85	5.05
Apprentice 2nd Year	361.20	6.50
Apprentice 3rd Year	480.80	8.75
Apprentice 4th Year	551.25	10.15
2. Three Year Term	Rate of Pay (\$)	Tool Allowance (\$)
Apprentice 1st Year	320.55	5.80
Apprentice 2nd Year	480.80	8.75
Apprentice 3rd Year	551.25	10.15

Table 4 - Annualised Salary Rates of Pay**Item 1. Production Support**

Rates of Pay for Production Support Operators (Annualised) - From the first pay period commencing on or after 18 March 2005

Level	Weekly Base Rate \$	Annual Base Rate \$	Additional Payments \$	Shift Work Payments and Penalties \$	Additional Work Hours Payment \$	Total Annual Rate \$	Total Weekly Rate \$
Entry	740.30	38494.50	3214.37	12475.28	12064.67	66248.82	1274.01
Level 1	809.50	42091.80	3514.74	13327.28	13143.38	72077.21	1386.10
Level 2	847.30	44058.90	3679.01	13793.17	13733.25	75264.33	1447.39
Level 3	898.20	46705.20	3899.98	14419.94	14526.82	79551.94	1529.85

Item 2. Springhill Maintenance Support

Rates of Pay for Springhill Maintenance Support employees (Annualised) - From the first pay period commencing on or after 18 March 2005

Mechanical Tradespersons

Level	Weekly Base Rate	Annual Base Rate	Additional Payments	Additional Work Hours Payment	Total Annual Rate	Total Weekly Rate
	\$	\$	\$	\$	\$	\$
Base	873.20	45406.50	1583.89	13906.19	60,897.08	1171.09
Level 1	904.80	47047.60	1609.13	14406.61	63,063.74	1212.75
Level 2	933.60	48547.40	1632.21	14863.94	65,043.15	1250.83
Level 3	974.30	50666.60	1664.81	15510.17	67,841.98	1304.65
Level 4	1,005.50	52285.90	1689.72	16003.97	69,979.69	1345.76
Level 5	1,023.60	53226.00	1704.19	16290.63	71,220.82	1369.63
Level 6	1,068.70	55573.50	1740.30	17006.46	74,320.76	1429.24

Electrical Tradespersons

Level	Weekly Base Rate	Annual Base Rate	Additional Payments	Additional Work Hours Payment	Total Annual Rate	Total Weekly Rate
	\$	\$	\$	\$	\$	\$
Base	919.20	47797.50	1620.67	14635.28	64,052.95	1231.79
Level 1	951.80	49492.90	1646.75	15152.26	66,292.01	1274.85
Level 2	981.80	51052.40	1670.75	15627.83	68,350.57	1314.44
Level 3	1,023.40	53215.20	1704.02	16287.32	71,206.34	1369.36
Level 4	1,055.60	54888.80	1729.77	16797.67	73,416.44	1411.85
Level 5	1,074.70	55883.30	1745.07	17100.91	74,728.98	1437.10
Level 6	1,121.60	58328.60	1782.69	17846.56	77,958.25	1499.19

Maintenance Ironworkers

Level	Weekly Base Rate	Annual Base Rate	Additional Payments	Additional Work Hours Payment	Total Annual Rate	Total Weekly Rate
	\$	\$	\$	\$	\$	\$
Level 1	725.10	37706.50	1465.42	11558.20	50,730.63	975.58
Level 2	740.30	38494.50	1477.55	11798.47	51,770.01	995.58
Level 2A	781.30	40630.00	1510.40	12449.67	54,590.07	1049.81
Level 3	824.30	42863.40	1544.76	13130.71	57,538.47	1106.52

Table 5 - Other Rates and Allowances

Item No	Clause No	Brief Description	\$
1	8 8.1	Special Rates -	
		Electrical Trades Licences -	
		Qualified Supervisor's Certificate (Electrician) Allowance Certificate of Registration (Electrician) Allowance	28.40 15.30
2	8.2	Scaffolder's Licence -	
		Certificate of Competency as a Scaffolder:	
		Class 1 or 2 Class 3 or 4	7.70 4.40
	9	General Disability Rates -	

3	9.1.1	Hot Places - Temperature raised artificially to between 46 and 54 degree Celsius Temperature exceeds 54 degrees Celsius	Per Hour 0.42 0.52
4	9.1.2	Wet Work - All employees	0.42
5	9.1.3	Dirty Work - Mechanical and electrical tradespersons and maintenance non-trades employees	0.42
6	9.1.4	Restrictive Spaces - Electrical and Mechanical tradespersons and maintenance non-trades employees	0.52
7	9.1.5	High Places - Electrical tradespersons	0.30
8	9.1.6	Explosive Powered Tools - Electrical and Mechanical tradespersons and maintenance non-trades employees	0.15
	9.1.7	Minimum payment Toxic Substances -	1.06 Per Hour
9		Quantities of 0.5 kg or over	0.54
10	15	Working in close proximity to employees so affected Shift Work Allowances for Shift Workers -	0.46
11	15.1.1	Shift Workers whilst working rotating shift	64.60
12	15.1.1(a)	When at least one-third of working time in the full cycle of the roster is not on day shift	43.10
13	15.1.2	Rotating Shift Worker when engaged under a roster system which does not provide for at least one-third of working time in the full cycle of the roster on day shift (a) day shift, night shift (b) day shift, afternoon shift (c) day shift, day shift, afternoon shift (d) day shift, day shift, night shift	64.60 55.00 55.00 55.00
14	15.1.3	Shift Workers working shift work on shift systems as follows: (a) night shift, afternoon shift (b) night shift only (c) afternoon shift only	85.90 85.90 85.90
15	15.1.4	Shift Workers who work any afternoon shift or night shift other than under 15.1.1, 15.1.2 and 15.1.3 above and not paid in respect of any day shift worked	25.90
16	22.3.4, 22.3.5(b) and 22.3.6	Overtime, meal allowance -	9.40

PART D

APPENDIX - UN-RESTRUCTURED CLASSIFICATIONS

A. Application

The clauses contained in this appendix apply only to those classifications listed in clause E, Rates of Pay - Un-restructured Classifications, of this appendix.

B. Leading Hands

Employees appointed by the Company as leading hands will be paid additional amounts as set out below.

Leading Hands -	From first pay period commencing on or after 18 March 2005 per 38-hour week \$
Production Leading Hands:	
If in charge of not more than five employees	21.10
If in charge of more than five but not more than fifteen employees	31.80
If in charge of more than fifteen	44.60
Maintenance Leading Hands:	
If in charge of not less than three and not more than ten employees	29.10
If in charge of more than ten and not more than twenty employees	43.80
If in charge of more than twenty employees	55.90

C Mixed Functions

Unless otherwise specified, the following will apply:

- C.1 Employees who are required to do work carrying a higher rate than his or her ordinary classification for 2 hours or more on any day or shift, will be paid at the higher rate for the whole of the day or shift.
- C.2 Subject to C.1 of this clause, an employee, who on any day or shift is required to do work of a higher paid classification for at least 1 hour, will be paid the rate prescribed for such work whilst so engaged.
- C.3 Employees required to do work carrying a lower rate than his or her ordinary classification will be entitled to payment at the rate of his or her ordinary classification except:
- C3.1 Where, because of a strike by fellow employees in the establishment in which this person is employed, work in his or her ordinary classification is not available and where the period spent on the work carrying the lower rate is at least 1 hour; and
- C3.2 In respect of work on overtime, where the period spent on the work carrying the lower rate is at least 1 hour.
- C3.3 This specifically excludes employees working in restructured departments within a graded ironworker structure.

D. Tool Allowance

Tradespersons - A tradesperson will be paid an allowance as set out below per 38-hour week for supplying and maintaining tools ordinarily required in the performance of his or her work as a tradesperson. The allowance will apply for all purposes of the award.

Tool Allowance	Rate of pay per 38-hour week from first pay period commencing on or after 18 March 2005 \$
Mechanical Tradesperson	11.80
Electrical Tradesperson	11.80

E. Rates Of Pay - Unrestructured Classifications

	Rate of pay per 38-hour week from first pay period commencing on or after 18 March 2005 \$
1. Metal Coating Lines Department	
Operator	704.90
Seals Furnace Operator	643.00
Pot Operator	643.00
Reclassing Operator	676.70
Crane Driver	593.70
Crane Chaser	565.80
2. Maintenance	
Mechanical Trades	
Senior Tradesperson - Boilermaking	740.50
Senior Tradesperson - Fitting	729.60
Boilermaker	658.20
Fitter	658.20
Turner	667.90
Welder - Special Class	667.90
Welder 1st Class	658.20
Roll Grinder	658.20
Maintenance Non-Trades	
Plant Greaser	554.60
Employee directly assisting engineer Tradesperson, Blacksmith tradesperson, Boilermaker Tradesperson and Steel Construction Tradesperson	539.60
Assistant to Electrical Tradesperson	550.00
Water Treatment Officer	676.20
3. Miscellaneous	
Clerk Grade 1	698.90
Clerk Grade 2	669.40
Clerk Grade 3	653.90
Clerk	637.10
Forklift Driver	593.70
Raw Coil Coordinator (CPCM)	666.00
General Labourer	535.40

PART E - SCHEDULE**SCHEDULE 1 - SPRINGHILL PROCEDURE TO MEET URGENT CUSTOMER NEEDS**

Operation and Intent

This procedure prescribes how clause 37 - Regulation of Disturbances to Production and Supply, and particularly subclause 37.4 - Meeting Urgent Customers Needs of this Award is to be implemented at Springhill Works.

This procedure applies where there is a need to supply customers with urgent orders, so as not to affect their normal operations, during the unlikely event of an industrial dispute.

All disputes and issues should be resolved in accordance with the dispute settling procedure and without recourse to industrial action that would adversely impact on those customers.

Procedure

1. Advising Industrial Disputation - in the unlikely event of industrial action occurring, employee representatives and/or union officials will immediately advise the Painting and Finishing Manager that employees have voted to go on strike, before employees leave the site.
2. Immediate Despatch Discussions - before employees leave the site as a result of the industrial action, employee representatives and/or union officials will hold a discussion with Company officers in relation to urgent orders and/or maintenance work which is necessary to allow urgent despatch (eg fork lift or crane maintenance). This discussion will generally involve:
 - (a) PFD Manager and/or PFD Operations Co-ordinator;
 - (b) finishing employee representative and/or Paintline employee representative;
 - (c) relevant union official (if applicable); and
 - (d) Customer Service Officer(s).

The minimum number of employees, to safely and efficiently complete the urgent despatch work will remain at work until these discussions are held and items despatched. It is anticipated that any required maintenance personnel would only need to remain at work during such discussions if there is incomplete maintenance work that must be finished to allow urgent despatch of product.

All other circumstances where trades persons may need to attend to equipment issues to ensure urgent despatch continues can be dealt with under point 4 of this procedure.

3. Urgent Despatch List - so as not to affect a customer's normal operations and cause a stock out of any product (as per the definition in clause 37.4.11 of this Award), a list of urgent despatch items already packed and awaiting despatch, will be prepared by the Customer Service Officer. This list will include two groups of customers:
 - (a) STOCKSAVER Customers: customers on Stocksaver have their inventory levels managed by the Company via Customer Care. Current customers on this system include:

Lysaght (Building Products)

Stramit

Metroll

ExoSteel (Fielders)

Those customers on Stocksaver whose inventory for a particular product reflects a negative free in store stock level are deemed to be "stocked out" and requiring urgent despatch.
 - (b) Non-STOCKSAVER Customers: customers may have their inventory managed by KANBAN (Just-In-Time) (eg Electrolux), by nominal lead-time offers, or by other ordering methods. For these customers, the Customer Service officer will highlight critical despatches required on an ongoing basis to ensure that a stockout of a particular product which would affect the customers normal operations does not occur.

The Customer Service Officer will prepare a list of urgent despatches, for the above groups of customers. The report will contain details of the following:

name of the customer;

product and quantity required;

destination for delivery; and

when it will be required.

The items as determined by Customer Services must be despatched. Where there is disagreement about urgent items, this will be discussed when employees return to work (see point 8).

This Customer Service report will be provided to the relevant employee representatives and/or union officials at the despatch discussions (see point 2 above). It will also be faxed to the relevant union office(s).

4. Despatch of Urgent Orders - the items listed in the Customer Service report will be despatched at approximately the commencement of each shift, ie 6.30am - dayshift , and 6.30pm - nightshift, on the following basis:
 - (a) Roster: Employees should agree on a roster to determine who will stay, or come in to work, to perform the necessary tasks to despatch the urgent orders. This roster should be made available to employees so they are aware when they are required. These employees must attend or organise another employee to swap their place in the roster.
 - (b) Manning: A minimum number of employees will be made available as is required to safely and efficiently carry out the despatch work.
 - (c) Time at Work: Employees will only be required to work for the time it takes to organise and complete the despatch of items.
 - (d) Payment: Employees will be paid the appropriate award rates for the time they are at work performing urgent despatch, rounded to the nearest 15 minutes.
 - (e) Despatch methods: Despatch will occur either by truck, or rail, direct to the customer, or via a warehouse facility. Transportation (ie trucks and trains) will be organised to be available at the start of each shift to despatch these items and minimise delay.
5. Ongoing Discussions - discussions will be held regarding urgent despatch on an ongoing basis throughout the period of the industrial action, and will occur at 6.30am each morning, and 6.30pm each night, or as otherwise necessary (refer to point 2).
6. Residual Processing Work - there may be instances where some residual work needs to be completed to allow urgent orders to be processed and despatched. This could include shearing, levelling, inspecting and packing, or the completion of a run/batch of product at the CPCM, MCL or Paintline. Discussions will be held with a view to reaching agreement to perform this residual work. If no agreement is reached either party may seek the assistance of the Industrial Relations Commission of New South Wales.
7. Maintenance Work - Springhill Maintenance Support who service all Springhill cranes, and PFD Maintenance, will be required to perform any necessary work on equipment to allow the despatch of urgent items. This will include situations where those groups are on strike themselves. Arrangements in clause 4 (above) applies to these situations.

The performance of maintenance work also includes contractors required to repair/maintain despatch related equipment (eg fork lifts).

8. Disagreement Regarding "Urgent Orders" - where a disagreement arises concerning urgent orders, orders as determined by the Customer Services Officer must still be despatched. Either during the stoppage or at the conclusion of the industrial dispute and employees have returned to work, a discussion will be held which will generally involve Customer Service/Logistics, Operations, Union Officials and Employee Representatives in an effort to resolve the disagreement. If the parties are unable to agree, then the issue will be referred to the NSW IR Commission for resolution. If there is a disagreement about what is urgent during strike action, the despatch of product will continue even once the IRC is involved.

9. Areas not on Strike - whilst PFD employees are on strike, all other areas of the site will continue to perform their normal work. This may require product to be placed in other areas and/or transported to allow operations to continue for as long as possible. This includes planned maintenance work being performed in the area(s) of the employees on strike.
10. Redress if product is not urgent - if during the process described in point 8 above it has been demonstrated that the Company knowingly had product despatched that was not urgent (by definition of clause 37.4.11 of this award), the Unions may make application to the Industrial Relations Commission of New South Wales of an industrial dispute for the removal (in part or whole) of the Urgent Despatch provisions (sub clause 37.4). The unions bear the onus of making out a case for such removal. The Commission's determination shall be binding on the parties.

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

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW TAFE COMMISSION -
ADMINISTRATIVE AND SUPPORT STAFF CONDITIONS OF
EMPLOYMENT) AWARD 2005**

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 3685 of 2005)

Before The Honourable Justice Schmidt

11 August 2005

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Entitlements Under Another Industrial Instrument
5.	Work Environment
6.	Dispute Resolution Procedures
7.	Local Arrangements
8.	Working Hours
9.	Casual Employment
10.	Morning and Afternoon Breaks
11.	Meal Breaks
12.	Variation of Hours
13.	Natural Emergencies and Major Transport Disruptions
14.	Assistance with Transport
15.	Notification of Absence from Duty
16.	Public Holidays
17.	Standard Working Hours
18.	Flexible Working Hours
19.	Rostered Days Off for 38 Hour Week Workers
20.	Existing Hours of Work Determinations
21.	Excess Travelling Time
22.	Waiting Time
23.	Travelling Allowances - General
24.	Meal Expenses on One Day Journeys
25.	Travelling Allowances when staying in Non Government Accommodation
26.	Travelling Allowances when Staying in Government Accommodation
27.	Restrictions on Payment of Travelling Allowances
28.	Increase or Reduction in Payment of Travelling Allowances
29.	Production of Receipts
30.	Travelling Distance
31.	Camping Allowances
32.	Camping Equipment Allowance

33. Allowance Payable for Use of Private Motor Vehicle
34. Damage to Private Motor Vehicle Used for Work
35. Allowance for Living in a Remote Area
36. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave
37. Overseas Travel
38. Exchanges
39. Room at Home Used as Office
40. Semi-official Telephones
41. On-call Allowance
42. Uniforms and Protective Clothing
43. Payment of Laundry Allowance
44. Compensation for Damage to or Loss of Staff Member's Private Property
45. Garage and Carport Allowance
46. Community Language Allowance Scheme
47. First Aid Allowance
48. Review of Allowances Payable in Terms of This Award
49. Trade Union Activities Regarded as on Duty
50. Trade Union Activities Regarded as Special Leave
51. Trade Union Training Courses
52. Conditions applying to On-Loan Arrangements
53. Period of Notice for Trade Union Activities
54. Access To Facilities by Trade Union Delegates
55. Responsibilities of the Trade Union Delegate
56. Responsibilities of the Trade Union
57. Responsibilities of Workplace Management
58. Right of Entry Provisions
59. Travelling and Other Costs of Trade Union Delegates
60. Industrial Action
61. Consultation
62. Deduction of Trade Union Membership Fees
63. Leave - General Provisions
64. Absence from Work
65. Applying for Leave
66. Adoption Leave
67. Extended and Long Service Leave
68. Family and Community Service Leave
69. Leave Without Pay
70. Maternity Leave
71. Military Leave
72. Observance of Essential Religious or Cultural Obligations
73. Parental Leave
74. Recreation Leave
75. Annual Leave Loading
76. Sick Leave
77. Sick Leave - Requirements for Medical Certificate
78. Sick Leave to Care for a Family Member
79. Sick Leave - Workers Compensation
80. Sick Leave - Claims Other Than Workers Compensation
81. Special Leave
82. Study Assistance
83. Shift Work
84. Overtime - General
85. Overtime Worked by Shift Workers
86. Overtime Worked by Day Workers

87. Recall to Duty
88. On Call (Stand-by)
89. Overtime Meal Breaks
90. Overtime Meal Allowances
91. Rate of Payment for Overtime
92. Payment for Overtime or Leave in Lieu
93. Calculation of Overtime
94. Review of Overtime Meal Allowances
95. Provision of Transport in Conjunction with Working of Overtime
96. Higher Duties Allowance
97. Management of Conduct and Performance
98. Anti-Discrimination
99. Leave Reserved
100. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Allowances

Schedule 1 - Classifications Of Administrative And Support Staff Covered By The Award

2. Title

This award shall be known as the Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2005.

3. Definitions

"Act" means the NSW *Technical and Further Education Commission Act 1990*.

"Accumulation" means the accrual of leave or time. In respect of weekly study time "accumulation" means the aggregation of short periods of weekly study time which is granted for private study purposes.

"Approved Course" means a course relevant to the employment of the staff member in the NSW TAFE Commission and approved by the Managing Director.

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

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Birth" means the birth of a child and includes stillbirth.

"Capital City" means the area within the Sydney Telephone District or within a corresponding area in the Capital City of another State or Territory.

"Casual employee" means a person employed by the NSW TAFE Commission on an hourly basis to carry out work that is irregular or intermittent; or to carry out work on a short term basis in an area of the NSW TAFE Commission with a flexible workload; or to carry out the work of a position for a short period pending the completion of the selection process for the position; or to carry out urgent work or to deal with an emergency.

"Classification" means a classification as listed at Schedule 1 of this Award.

"Contract hours for the day" for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"Daily span of hours" means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.

"Day worker" means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.

"Expected date of birth", in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

"Flexible Work Practices, Policy and Guidelines" means the document negotiated between the Public Employment Office, the Labor Council of New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

"Full day" means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.

"Full pay" or "half pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time contract hours" means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

"Full-time position" means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Full-time staff member" means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.

"Government accommodation" means accommodation owned, leased or arranged by the Government where a staff member may be directed to reside for a specified period of time.

"Half day" means half the standard contract hours for the day.

"Headquarters" means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Industrial instrument" means an industrial instrument as defined in the *Industrial Relations Act 1996* or a determination of salary or conditions of employment by an employer for industrial purposes pursuant to a statutory power.

"Local Arrangement" means an agreement reached at the organisational level between the Managing Director and the Association in terms of clause 7, Local Arrangements of this award.

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"Managing Director" means the person appointed as such under the Act or a person authorised by the Managing Director.

"Normal hours of duty" means:

for a staff member working standard hours -- the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 7, Local Arrangements -- the hours of duty the Managing Director requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work" means, for the purposes of subclause (x) of clause 6, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

"On duty" means the time required to be worked for the NSW TAFE Commission. For the purposes of clause 49, Trade Union Activities Regarded as on Duty of this award, "on duty" means the time off with pay given by the NSW TAFE Commission to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the NSW TAFE Commission and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the NSW TAFE Commission for the staff member's salary and associated on-costs.

"On special leave" means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Managing Director, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Managing Director to work more than 7 hours after finishing overtime or before commencing overtime.

"Part-time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.

"Part-time hours" means the hours which are less than the hours which constitute full-time work under the relevant industrial instrument.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

"Part-time staff member" means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

"Prescribed ceasing time" means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours scheme, "prescribed ceasing time" means the conclusion of the bandwidth of the scheme applying to that staff member.

"Prescribed starting time" means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, "prescribed starting time" means the commencement of the bandwidth of the scheme applying to that staff member.

"Public holiday" means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under the flexible working hours agreement.

"Remote area" means, for the purpose of -

determining the appropriate rate of living allowance, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality;

payment of an allowance towards expenses incurred when travelling on recreation leave, an area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Public Employment Office; and

accrual of additional recreation leave means the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Rostered Day Off" means, for the purposes of clause 18, Rostered Days Off for 38 Hour Week Workers, a day off in a regular cycle at a time operationally convenient.

"Shift worker - Continuous Shifts" means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Managing Director.

"Shift worker - Non-continuous Shifts" means a staff member who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

"Staff member" means a permanent or temporary employee and, unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of clause 70, Maternity Leave of this award, "staff member" means a female staff member.

"Standard hours" are set and regular hours of operation as determined by the Managing Director. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the NSW TAFE Commission since the introduction of flexible working hours.

"Standby" means an instruction given by the Managing Director to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study leave" means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Managing Director, if the activities to be undertaken are considered to be of relevance or value to the NSW TAFE Commission.

"Study Time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to the NSW TAFE Commission.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Managing Director to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.

"Trade Union" or "Union" means a registered trade union, as defined in the *Industrial Relations Act 1996*.

"Trade Union Delegate" means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

"Trade Union Official" means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.

"Use of Private Motor Vehicle - "Casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Managing Director for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Use of Private Motor Vehicle - "Official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the Managing Director and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Workplace" means the whole of the NSW TAFE Commission or, as the case may be, an Institute, branch or section in which the staff member is employed.

"Workplace Management" means the Managing Director or any other person authorised by the Managing Director to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

4. Entitlements under Another Industrial Instrument

Where a classification is covered by an industrial instrument other than this Award, and that industrial instrument provides a condition or conditions of service that is also provided for by this Award, the provisions of such industrial instrument shall prevail and any inconsistent provision of this Award shall not apply.

5. Work Environment

- (a) Occupational Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces in the NSW TAFE Commission by:
- (1) the development of policies and guidelines for the NSW TAFE Commission on Occupational Health, Safety and Rehabilitation;
 - (2) assisting to achieve the objects of the *Occupational Health and Safety Act, 2000* and the Occupational Health and Safety Regulation 2001 by establishing agreed Occupational Health and Safety consultative arrangements to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the NSW TAFE Commission to achieve these objectives;
 - (3) identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (4) developing strategies to assist the rehabilitation of injured staff members;

- (5) directly involving the Managing Director in the provisions of paragraphs (a) to (d) inclusive of this subclause.
- (b) Equality in employment - The NSW TAFE Commission is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- (c) Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff are required to refrain from, or being party to, any form of harassment in the workplace.

6. Dispute Resolution Procedures

- (a) All 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, if required. Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
 - (1) Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the staff member and/or the Association's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
 - (2) The supervisor shall discuss the matter with the staff member and/or the Association's workplace representative as soon as practicable with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - (3) Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the staff member and/or the Association may raise the matter with an appropriate officer of the NSW TAFE Commission at the institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
 - (4) Where the procedures in paragraph (3) do not lead to resolution of the dispute, the matter shall be referred to the Managing Director and the General Secretary of the Association. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - (5) A staff member, at any stage, may request to be represented by the Association.
- (b) Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

7. Local Arrangements

- (a) Local arrangements, as specified in this award, may be negotiated between the Managing Director and the Association in respect of the whole NSW TAFE Commission or part of the NSW TAFE Commission.
- (b) All local arrangements negotiated between the NSW TAFE Commission and the Association must be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.

8. Working Hours

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Managing Director. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- (b) An appropriate staff member will be responsible to the Managing Director for the proper observance of hours of work and for the proper recording of such attendance.

- (c) The Managing Director may require a staff member to perform duty beyond the hours determined under subclause (a) of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to staff member health and safety,
 - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Managing Director regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (5) any other relevant matter.
- (d) The application of hours of work is subject to the provisions of this clause.
- (e) The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- (f) The Managing Director shall ensure that all staff members employed in the NSW TAFE Commission are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

9. Casual Employment

This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

- (a) Hours of Work
- (1) A casual employee is engaged and paid on an hourly basis.
 - (2) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
 - (3) A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under clause 7 of this award, covering the particular class of work or are required by the usual work pattern of the position.
- (b) Rate of Pay
- (1) Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by ordinary weekly hours for the classification
 - (2) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

- (3) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- (4) The loadings specified in subclause (b) (2) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.
- (c) Overtime
- (1) Casual employees shall be paid overtime for work performed:
- (i) in excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 7 of this award, covering the particular class of work or are required by the usual work pattern of the position; or
 - (ii) outside the bandwidth applicable to the particular class of work; or
 - (iii) in excess of the daily roster pattern applicable for the particular class of work; or
 - (iv) in excess of the standard weekly roster of hours for the particular class of work; or
 - (v) in accordance with a local arrangement negotiated under clause 7 of this Award.
- (2) Overtime rates will be paid in accordance with the rates set in clause 86, Overtime Worked by Day Workers, of this award.
- (3) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause (b) (2) of this clause.
- (4) The loading in lieu of annual leave as set out in subclause (b) (3) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (d) Leave
- (1) As set out in subclause (b) (3) of this clause, casual employees will be paid 1/12th in lieu of annual leave.
- (2) Casual employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, in accordance with the *Industrial Relations Act 1996*.
- (3) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (4) Casual employees are not entitled to any other paid or unpaid leave.
- (e) Application of other clauses of this award to casual employees
- (1) The following clauses of this award do not apply to casual employees:

8	Working Hours
12	Variation of Hours
13	Natural emergencies and Major transport disruptions
16	Public Holidays
17	Standard Working Hours
21	Excess Travelling time
22	Waiting Time
39	Room at Home Used as an office

40	Semi Official Telephones
41	On call Allowance
49 to 57	relating to Trade Union activities
59	Travelling and other costs of Trade Union Delegates
63	Leave - General Provisions
64 to 81	relating to the various leave provisions
82	Study Assistance
83	Shift Work
84 to 85	relating to overtime
87 to 88	relating to recall to duty and standby arrangements
92	Payment for overtime or leave in lieu

10. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

11. Meal Breaks

Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-

- (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (b) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Managing Director and the Association to provide for payment of a penalty.

12. Variation of Hours

If the Managing Director is satisfied that a staff member is unable to comply with the general hours operating in the NSW TAFE Commission because of limited transport facilities, urgent personal reasons, community or family reasons, the Managing Director may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:

- (a) the variation does not adversely affect the operational requirements;
- (b) there is no reduction in the total number of daily hours to be worked;
- (c) the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- (d) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- (e) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- (f) ongoing arrangements are documented; and
- (g) the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

13. Natural Emergencies and Major Transport Disruptions

A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:

- (a) apply to vary the working hours as provided in clause 12, Variation of Hours of this award and/or
- (b) negotiate an alternative working location with the NSW TAFE Commission; and/or
- (c) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

14. Assistance With Transport

The extent of any assistance by the NSW TAFE Commission with transport of a staff member between the workplace and residence or part of the distance involved, shall be determined by the Managing Director according to the provisions contained in clause 95, Provision of Transport in Conjunction with Working of Overtime of this award.

15. Notification of Absence from Duty

- (a) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- (b) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Managing Director, the amount representing the period of absence shall be deducted from the staff member's pay.

16. Public Holidays

- (a) Unless directed to attend for duty by the Managing Director, a staff member is entitled to be absent from duty on any day which is:
 - (1) a public holiday throughout the State; or
 - (2) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (3) a day between Boxing Day and New Year's Day determined by the appropriate Managing Director as a public service holiday, unless a staff member is eligible for a union picnic day under another industrial instrument.
- (b) A staff member, who is required by the Managing Director to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (c) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

17. Standard Working Hours

- (a) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part time.
- (b) Urgent Personal Business --- Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Managing Director. Where time off has been granted, such time shall be made up as set out in subclause (d) of this clause.

- (c) Late Attendance --- If a staff member is late for work, such staff member must either take appropriate leave or, if the Managing Director approves, make the time up in accordance with subclause (d) of this clause.
- (d) Making up of Time --- The time off taken in circumstances outlined in subclauses (b) and (c) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Managing Director.

18. Flexible Working Hours

- (a) The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours Agreement.
- (b) Consistent with local arrangements negotiated under clause 7, Local Arrangements of this award, and consistent with subclause (a) of this clause a flexible working hours scheme in terms of this subclause may operate in the NSW TAFE Commission, subject to operational requirements, as determined by the Managing Director.
- (c) Where the operational requirements allow, the working of a flexible hours under a flexible working hours scheme operating in the NSW TAFE Commission, shall be extended to a staff member working under a part time work arrangement.
- (d) Exclusions - Flexible working hours shall not apply to staff members who work:

a 38 hour week and are entitled to a rostered day off in a regular cycle; or

permanent standard hours; or

except as negotiated under clause 7 of this award, according to a shift roster.
- (e) Attendance

A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- (f) Bandwidth

The bandwidth shall be between the hours of 7.30am and 6.00pm, unless a different time span has been negotiated under a local arrangement in terms of clause 7, Local Arrangements.
- (g) Core Time

The core time shall be between the hours of 9.30am and 3.30pm, excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of Clause 7, Local Arrangements.
- (h) Lunch Break

The standard lunch period shall be one hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to two and one half hours or reduced to not less than 30 minutes within the span of hours determined by the Managing Director. Where a local arrangement has been negotiated in terms of clause 7, Local Arrangements, the lunch break shall be taken in accordance with such local arrangement.

(i) Settlement Period

Unless a local arrangement has been negotiated in terms of clause 7, Local Arrangements, the settlement period shall be four weeks.

- (1) For time-recording purposes, the settlement period and flex leave must coincide.
- (2) Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Managing Director may extend the affected settlement period by a further four weeks.

(j) Contract Hours

The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.

(k) Flexible Working Hours Credit

A staff member may carry a maximum of 10 hours' credit into the next settlement period. Local arrangements in terms of clause 7, Local Arrangements, may be negotiated in respect of the carry-over of additional flexible hours' credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.

- (l) Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry-over from the previous settlement period may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.

(m) Flexible Working Hours Debit

The following provisions shall apply to the carry-over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 7, Local Arrangements:

- (1) a debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- (2) where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess;
- (3) any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next New South Wales public sector organisation under the Public Sector Staff Mobility Policy.

(n) Cessation of Duty

A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:

- (1) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
- (2) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted; or

- (3) in such other circumstances as have been negotiated between the Managing Director and the Association under a local arrangement in terms of clause 7, Local Arrangements.
- (4) Prior to a staff member's last day of service, the staff member and supervisor shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph (2) of subclause (p) of this clause.
- (o) Where a staff member ceases duty in the NSW TAFE Commission in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the mobility provisions of the *Public Sector Employment and Management Act 2002* shall apply to the accrued but untaken or not forfeited flex leave.

(p) Flex Leave

Subject to operational requirements:

- (1) a staff member may take off one full day or two half days in a settlement period of four weeks;
 - (2) where it appears a staff member may exceed a 10-hour credit, as per subclause (l) of this clause, strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days;
 - (3) flex leave may be taken on consecutive working days;
 - (4) absences on flex leave may be combined with other periods of authorised leave;
 - (5) local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 7, Local Arrangements.
- (q) Absence during Core Time

Where a staff member needs to take a short period of authorised leave within core time, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 64, Absence from Work.

(r) Standard Hours

Notwithstanding the provisions of this clause, the Managing Director may direct the staff member to work standard hours and not flexible hours:

- (1) where the Managing Director decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the NSW TAFE Commission or section of the NSW TAFE Commission, the Association shall be consulted, where appropriate; or
- (2) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.

(s) Easter Concession

Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the NSW TAFE Commission, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday.

19. Rostered Days Off for 38 Hour Week Workers

- (a) The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- (b) Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.

- (1) Except as provided in paragraph (2) of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
 - (2) Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
 - (3) Exception - Notwithstanding the provisions of paragraph (2) of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- (c) In the event of unforeseen circumstances or the NSW TAFE Commission's operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
 - (d) Where seasonal or school vacation considerations affect NSW TAFE Commission operations, rostered days off may be accrued and taken during a less active period.
 - (e) A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
 - (f) Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

20. Existing Hours of Work Determinations

Any existing determinations or agreements in respect of the hours of work which operated in the NSW TAFE Commission or part of the NSW TAFE Commission as at the effective date of this award, shall continue to apply until renegotiated.

21. Excess Travelling Time

- (a) Excess Travelling Time - A staff member directed by the Managing Director to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:
 - (1) payment calculated in accordance with the provisions contained in this clause; or
 - (2) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (b) Compensation under paragraphs (1) or (2) of subclause (a) of this clause, shall be subject to the following conditions:
 - (1) on a non-working day - all time spent travelling on official business;
 - (2) on a working day - subject to the provisions of subclause (e) of this clause, all additional time spent travelling before or after the staff member's normal hours of duty,provided the period for which compensation is being sought is more than a half an hour on any one day.
- (c) No compensation for travelling time shall be given in respect of travel between 11.00 p.m. on any one day and 7.30a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (d) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (e) Compensation for excess travelling time shall exclude the following:
 - (1) time normally taken for the periodic journey from home to headquarters and return;

- (2) any periods of excess travel of less than 30 minutes on any one day;
- (3) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to undertaken;
- (4) time from 11.00p.m. on one day to 7.30a m. on the following day if sleeping facilities have been provided.
- (5) travel not undertaken by the most practical available route;
- (6) any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
- (7) travel overseas.
- (f) Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \quad X \quad \frac{5}{260.89} \quad X \quad \frac{1}{\text{Normal hours of work}}$$
- (g) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (h) Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- (i) Time off in lieu or payment for excess travelling time or waiting time will not granted or made for more than eight hours in any period of 24 consecutive hours.

22. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 21, Excess Travelling Time.

23. Travelling Allowances - General

- (a) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the NSW TAFE Commission.
- (b) The Managing Director shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- (d) Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.

24. Meal Expenses on One Day Journeys

A staff member who is authorised by the Managing Director to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B Monetary Rates for:-

- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
- (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

25. Travelling Allowances When Staying in Non Government Accommodation

- (a) A staff member who is required by the Managing Director to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- (b) For the first 35 days, the payment shall be either:
 - (1) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates for every period of 24 hours absence by the staff member' from their residence; and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (2) if the staff member elects, actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- (c) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Managing Director that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been incurred.
- (d) Where a staff member is unable to so satisfy the Managing Director, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- (e) After the first 35 days - If a staff member is required by the Managing Director to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- (f) Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause (5) of this clause, the NSW TAFE Commission could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (g) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

26. Travelling Allowances When Staying in Government Accommodation

When a staff member working from a temporary work location is provided with accommodation by the NSW TAFE Commission, the staff member shall be entitled to claim the incidental expenses allowance set out in Item 3 of Table 1 of Part B Monetary Rates for the same period. If meals are not provided by the NSW TAFE Commission at the temporary work location, the staff member shall be entitled to claim also the reimbursement of any meal expenses properly and reasonably incurred during the time spent at the temporary work location.

27. Restrictions on Payment of Travelling Allowances

- (a) An allowance under clause 25, Travelling Allowance when staying in Non Government Accommodation or clause 26, Travelling Allowances when staying in Government Accommodation is not payable in respect of:
- (1) any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - (2) any period of leave, except with the approval of the Managing Director or as otherwise provided by this clause; or
 - (3) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (b) A staff member who is in receipt of an allowance under clause 25, Travelling Allowance when staying in Non Government Accommodation or clause 26, Travelling Allowances when staying in Government Accommodation, shall be entitled to an allowance under clause 25, in the following circumstances:
- (1) when granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
 - (2) when leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location; but is not entitled to any other allowance in respect of the same period.

28. Increase Or Reduction in Payment of Travelling Allowances

Where the Managing Director is satisfied that a travelling allowance is:

- (a) insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
- (b) in excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

29. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Managing Director is prepared to accept other evidence from the staff member.

30. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Managing Director having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation may be granted by the Managing Director.

31. Camping Allowances

- (a) Except as provided in another industrial instrument, payment of the camping allowance applies to a staff member who is:-
- (1) in receipt of a camping equipment allowance under Clause 32, Camping Equipment Allowance; or
 - (2) provided with camping equipment by the NSW TAFE Commission; or
 - (3) reimbursed by the NSW TAFE Commission for the cost of hiring camping equipment.
- (b) When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:-
- (1) the daily rate specified in Item 4 of Table 1 of Part B Monetary Rates for all expenses; and
 - (2) where required to camp for more than 40 nights in any calendar years - that daily rate plus the additional rate for that year as specified in Item 4 of Table 1 - Allowances of Part B of Monetary Rates.
- (c) Where the Managing Director is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to camping allowance shall be paid a travelling allowance under either clause 25 or 26, whichever is appropriate, instead of the camping allowance.
- (d) A staff member who is paid a remote areas allowance under clause 35 of this award is entitled to continue to receive that allowance while receiving a camping allowance.

32. Camping Equipment Allowance

- (a) In this clause, "camping equipment" includes instrument and travelling equipment.
- (b) A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 5 of Table 1 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- (c) A staff member who provides own bedding and sleeping bags while camping on official business, shall be paid an additional allowance at the rate specified in Item 5 of Table 1 - Allowances of Part B Monetary Rates.

33. Allowance Payable for Use of Private Motor Vehicle

- (a) The Managing Director may authorise a staff member to use a private motor vehicle for work where:
- (1) such use will result in greater efficiency or involve the NSW TAFE Commission in less expense than if travel were undertaken by other means; or
 - (2) where the staff member is unable to use other means of transport due to a disability.
- (b) There shall be different classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of the "casual rate" of allowance or the "official business rate" of allowance, as defined in clause 3, Definitions of this award, shall be paid depending on the circumstances and the purpose for which the vehicle is used.
- (c) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act, 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Managing Director.

- (d) A staff member who, with the approval of the Managing Director, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle.
- (e) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- (f) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 - Allowances of Part B Monetary Rates.
- (g) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

34. Damage to Private Motor Vehicle Used for Work

- (a) Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the NSW TAFE Commission, provided:
 - (1) the damage is not due to gross negligence by the staff member; and
 - (2) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the staff member, the NSW TAFE Commission shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (1) the damage was sustained on approved work activities; and
 - (2) the costs cannot be met under the insurance policy due to excess clauses.

35. Allowance for Living in a Remote Area

- (a) A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
 - (1) indefinitely stationed and living in a remote area as defined in clause 3, Definitions of this Award; or
 - (2) not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in clause 3, Definitions of this award.
- (b) Grade of appropriate allowance payable under this clause shall be determined as follows:
 - (1) Grade A allowances - the appropriate rate shown as Grade A in Item 7 of Table 1 - Allowances of Part B Monetary Rates in respect of all locations in a remote area, as defined in clause 3, Definitions of this award, except as specified in paragraphs (2) and (3) of this subclause;
 - (2) Grade B allowances - the appropriate rate shown as Grade B in Item 7 of Table 1 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledook, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
 - (3) Grade C allowances - the appropriate rate shown as Grade C in Item 7 of Table 1 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.

36. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave

A staff member who:

- (a) is indefinitely stationed in a remote area as defined in clause 3, Definitions of this award; and
- (b) proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 8 of Table 1 - Allowance of Part B Monetary Rates for the additional costs of travel.

37. Overseas Travel

Unless the Managing Director determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the Managing Director to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Premier's Department Circular as issued from time to time.

38. Exchanges

- (a) The Managing Director may arrange two way or one way exchanges with other organisations both public and private, if the NSW TAFE Commission or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the NSW TAFE Commission's business.
- (b) The conditions applicable to those staff members who participate in exchanges will be determined by the Managing Director according to the individual circumstances in each case (Item 9 of Table 1 - Allowances of Part B Monetary Rates).
- (c) The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 52, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

39. Room at Home Used as Office

- (a) Where no office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the NSW TAFE Commission will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 10 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- (b) Where an office exists in a particular location - Where a NSW TAFE Commission office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines.
- (c) Requirements - Arrangements under subclause (a) or (b) of this clause shall be subject to:
 - (1) a formal agreement being reached in respect of the hours to be worked; and
 - (2) the occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

40. Semi-Official Telephones

- (a) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or

is required to contact others in connection with the duties of his/her position in the NSW TAFE Commission, as and when required.

- (b) The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- (c) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
 - (1) give decisions, supply information or provide emergency services; and/or
 - (2) be available for reasons of safety or security for contact by the public outside of normal office hours.
- (d) Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
 - (1) the connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - (2) the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - (3) the full cost of official local, STD and ISD calls.
- (e) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
 - (1) date, time, length of call and estimated cost;
 - (2) name and phone number of the person to whom call was made; and
 - (3) reason for the call.

41. on-Call Allowance

Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- (a) entitled to be paid the on call allowance set out in Item 11 of Table 1 - Allowances of Part B Monetary Rates when directed by the NSW TAFE Commission to be on call outside the staff member's working hours;
- (b) if a staff member who is on call and is called out by the NSW TAFE Commission, the overtime provisions as set out in clause 85, Overtime Worked by Shift Workers or clause 86, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- (c) where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

42. Uniforms and Protective Clothing

- (a) Uniform, etc. provided by the NSW TAFE Commission - A staff member who is required or authorised by the appropriate Managing Director to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the NSW TAFE Commission with such clothing.
- (b) Uniform, etc. provided by the staff member --- Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

43. Payment of Laundry Allowance

- (a) A staff member who is entitled to a laundry allowance at the time of making this award shall continue to receive the allowance as specified in Item 12 of Table 1 - Allowances of Part B, Monetary Rates.
- (b) Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the NSW TAFE Commission.

44. Compensation for Damage to Or Loss of Staff Member's Private Property

- (a) Where damage to or loss of the staff member's private property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act, 2000* and/or under any insurance policy of the NSW TAFE Commission covering the damage to or loss of the personal property of the staff member.
- (b) If a claim under subclause (a) of this clause is rejected by the insurer, the Managing Director may compensate a staff member for the damage to or loss of private property, if such damage or loss:
 - (1) is due to the negligence of the NSW TAFE Commission, another staff member, or both, in the performance of their duties; or
 - (2) is caused by a defect in a staff member's material or equipment; or
 - (3) results from a staff member's protection of or attempt to protect NSW TAFE Commission property from loss or damage.
- (c) Compensation in terms of subclause (b) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Managing Director may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (d) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- (e) Compensation for the damage sustained shall be made by the NSW TAFE Commission where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

45. Garage and Carport Allowance

- (a) Where a staff member garages a NSW TAFE Commission vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Managing Director, such staff member shall be paid an appropriate rate of allowance as specified in Item 13 of Table 1 -- Allowances of Part B, Monetary Rates.
- (b) Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

46. Community Language Allowance Scheme

Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:

- (a) employed as interpreters and translators; and
- (b) employed in those positions where particular language skills are an integral part of essential requirements of the position, shall be paid an allowance as specified in Item 14 of Table 1 - Allowances of Part B Monetary Rates.

47. First Aid Allowance

- (a) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 15 of Table 1 - Allowances of Part B Monetary Rates.
- (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.
- (c) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

48. Review of Allowances Payable in Terms of This Award

Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

- (a) Allowances listed in this subclause will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
 - (1) clause 24, Meal Expenses on one day journeys;
 - (2) clause 25, Travelling Allowances when staying in Non Government Accommodation;
 - (3) clause 26, Travelling Allowances when staying in Government Accommodation;
 - (4) clause 90, Overtime Meal Allowances for breakfast, lunch and dinner.
- (b) Allowances payable in terms of clauses listed in this subclause shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
 - (1) clause 31, Camping Allowances;
 - (2) clause 33, Allowances Payable for Use of Private Motor Vehicle;
 - (3) clause 32, Camping Equipment Allowance;
 - (4) clause 35, Allowance for Living in a Remote Area;
 - (5) clause 36, Assistance to Staff Members Stationed in a Remote Area when Travelling on Recreation Leave;
 - (6) clause 39, Room at Home used as Office;
 - (7) clause 43, Payment of Laundry Allowance
 - (8) clause 45, Garage and Carport Allowance; and
 - (9) clause 90, Overtime Meal Allowances for supper.
- (c) Allowances payable in terms of clauses listed in this subclause shall continue to be subject to a percentage increase under an industrial instrument and shall be adjusted on and from the date or pay period the percentage increase takes effect:
 - (1) clause 41, On call Allowance;
 - (2) clause 46, Community Language Allowance Scheme;

- (3) clause 47, First Aid Allowance.

49. Trade Union Activities Regarded as on Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified below. While undertaking such activities, the Association delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before -
 - (1) meetings with management;
 - (2) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (3) any other meeting with management; by agreement with management, where operational requirements allow the taking of such time;
- (d) giving evidence in court on behalf of the NSW TAFE Commission;
- (e) appearing as a witness before the Government and Related Employees Appeal Tribunal;
- (f) representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- (g) presenting information on the Association and Association activities at induction sessions for new staff of the NSW TAFE Commission; and
- (h) distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

50. Trade Union Activities Regarded as Special Leave

The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

- (a) annual or biennial conferences of the Association;
- (b) meetings of the Association's Executive, Committee of Management or Councils;
- (c) annual conference of the Labor Council of New South Wales and the biennial Congress of the Australian Council of Trade Unions;
- (d) attending meetings called by the Labor Council of New South Wales involving the Association which requires attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the Association;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 49, 50 and 51 apply.

51. Trade Union Training Courses

The following training courses will attract the grant of special leave as specified below:

- (a) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Managing Director and the Association under a local arrangement pursuant to clause 7, Local Arrangements;
- (b) courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of two years applies to this training and is subject to:
 - (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
 - (3) all travelling and associated expenses being met by the staff member or the Association;
 - (4) attendance being confirmed in writing by the Association or a nominated training provider.

52. Conditions Applying to on Loan Arrangements

Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

- (a) meetings interstate or in New South Wales of a Federal nature to which an Association member has been nominated or elected by the Association:
 - (1) as an Executive Member; or
 - (2) as a member of a Federal Council; or
 - (3) as a member of a vocational or industry committee.
- (b) briefing counsel on behalf of the Association;
- (c) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (d) country tours undertaken by a member of the executive or Council of the Association;
- (e) taking up full-time duties with the Association if elected to the office of President, General Secretary or to another full-time position with the Association.
- (f) Financial Arrangements

The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:

- (1) The NSW TAFE Commission will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
- (2) The NSW TAFE Commission will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the New South Wales Treasury from time to time.

(3) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Managing Director and the Association.

(g) Recognition of "On Loan" Arrangement as Service

On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.

(h) Limitation

On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Managing Director in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

53. Period of Notice for Trade Union Activities

The Managing Director must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

54. Access to Facilities By Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (a) telephone, facsimile and, where available, e-mail facilities;
- (b) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

55. Responsibilities of the Trade Union Delegate

Responsibilities of the Association delegate are to:

- (a) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (b) participate in the workplace consultative processes, as appropriate;
- (c) follow the dispute settling procedure applicable in the workplace;
- (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (e) account for all time spent on authorised Association business;
- (f) when special leave is required, to apply for special leave in advance;
- (g) distribute Association literature/membership forms, under local arrangements negotiated between the Managing Director and the Association; and
- (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

56. Responsibilities of the Trade Union

Responsibilities of the Association are to:

- (a) provide written advice to the Managing Director about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (c) of clause 57, Responsibilities of Workplace Management;
- (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (e) apply to the Managing Director well in advance of any proposed extension to the "on loan" arrangement;
- (f) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (g) advise the employer of any leave taken by the Association delegate during the on loan arrangement.

57. Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this clause, the responsibilities of workplace management are to:

- (a) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, allow for sufficient travelling time during the ordinary working hours;
- (b) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- (c) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (d) where appropriate, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (e) re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- (f) where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flex leave, apply the provisions of subclause (e) of this clause;
- (g) continue to pay salary during an "on loan" arrangement negotiated with the Association and obtain reimbursement of salary and on costs from the Association at regular intervals, or as otherwise agreed between the parties if long-term arrangements apply;
- (h) verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (i) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

58. Right of Entry Provisions

The right of entry provisions shall be as prescribed under the *Occupational Health and Safety Act 2000* and the *Industrial Relations Act 1996*.

59. Travelling and Other Costs of Trade Union Delegates

- (a) Except as specified in subclause (c) of clause 57, Responsibilities of Workplace Management, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (b) In respect of meetings called by the workplace management in terms of subclause (c) of clause 57, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 23, 24, 25, 26 or 27 of this Award.
- (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW TAFE Commission in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the NSW TAFE Commission by the Association or the staff member.

60. Industrial Action

- (a) Provisions of the *Industrial Relations Act 1996* Shall Apply to the Right of Association Members to Take Lawful Industrial Action (Note the Obligations of the Parties under Clause 6, Grievance and Dispute Settling Procedures).
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

61. Consultation

There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between management and the Association.

62. Deduction of Trade Union Membership Fees

At the staff member's election, the Managing Director shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Managing Director and the Association in accordance with clause 7, Local Arrangements of this award.

63. Leave - General Provisions

- (a) The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Managing Director and the Association in terms of clause 7, Local Arrangements of this award.
- (b) Unless otherwise specified, part-time staff members will receive the leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- (c) A temporary employee is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW TAFE Commission, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

64. Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Managing Director shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

65. Applying for Leave

- (a) An application by a staff member for leave under this Award shall be made to and dealt with by the Managing Director.
- (b) The Managing Director shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW TAFE Commission permit this to be done.

66. Adoption Leave

- (a) A staff member who adopts a child under the age of five years (other than a child who has previously lived continuously with the staff member for a period of at least 6 months or is the child or stepchild of the staff member or of the staff member's spouse or partner), and who will be the primary caregiver of the adopted child, shall be entitled to be granted 12 months' adoption leave.
- (b) Adoption leave shall be granted without pay except that the staff member shall be entitled to payment for a period of 14 weeks, or a lesser period as the staff member elects, if the staff member:
 - (1) applied for adoption leave within the time and in the manner determined by the Managing Director; and
 - (2) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (c) Payment for the 14 weeks' adoption leave referred to in subclause (b) of this clause may be made at:
 - (1) full pay over 14 weeks; or
 - (2) half pay over 28 weeks; or
 - (3) a combination of full pay and half pay.
- (d) Adoption leave shall commence on the date of placement.

"Date of placement" is the date on which the staff member takes custody of the child concerned, whether that date is before, on, or after the date on which a court makes an order for the adoption of the child by the staff member.

- (e) A staff member who has been granted adoption leave may, with the permission of the Managing Director, take such leave:
- (1) full-time over a period not exceeding 12 months from the date of placement; or
 - (2) part-time (or a combination of part-time and full-time) over a period not exceeding 2 years from the date of placement.
- (f) A staff member who resumes duty immediately following adoption leave shall:
- (1) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (2) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (g) Special Adoption Leave - A staff member shall be entitled to up to 2 days of unpaid leave to be known as special adoption leave for the purpose of attending compulsory interviews or examinations as part of the adoption procedure. Special adoption leave may be taken as a charge against recreation leave, extended leave/long service leave, flextime or family and community service leave.

67. Extended and Long Service Leave

- (a) As provided by the Act, extended leave shall accrue and shall be granted to full time staff members in accordance with the provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002* and any amendments thereto.
- (b) Permanent part time staff members shall accrue and shall be granted extended leave on the same terms and conditions as full time staff members under subclause (a) of this clause, except that extended leave will accrue and be granted on a proportionate basis.
- (c) Temporary part time staff members shall accrue and shall be granted long service leave in accordance with the provisions of the *Long Service Leave Act 1955* and any amendments thereto.

68. Family and Community Service Leave

- (a) The Managing Director shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- (b) Such cases may include but not be limited to the following:-
- (1) compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (2) emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (3) emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (4) attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
 - (5) attendance at court by a staff member to answer a charge for a criminal offence, only if the Managing Director considers the granting of family and community service leave to be appropriate in a particular case;

- (6) attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
 - (7) absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (c) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be the greater of the leave provided in paragraphs (1) or (2) of this subclause.
- (1) 2½ of the staff member's working days in the first year of service and, on completion of the first year's service, 5 of the staff member's working days in any period of 2 years; or
 - (2) After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.
- "Short leave" is the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave.
- (d) On the death of a person defined in subclause (c) of clause 78, Sick Leave to Care for a Family Member, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
 - (e) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (c) of clause 78, Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted.

69. Leave Without Pay

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

70. Maternity Leave

- (a) A staff member who is pregnant shall, subject to this clause, be entitled to be granted 12 months' maternity leave.
- (b) Maternity leave shall be granted without pay except that the staff member shall be entitled to payment for a period of 14 weeks, or a lesser period as the staff member elects, if the staff member:
 - (1) applied for maternity leave within the time and in the manner determined by the Managing Director; and
 - (2) prior to the expected date of birth, completed not less than 40 weeks' continuous service.
- (c) Payment for the 14 weeks' maternity leave referred to in subclause (b) of this clause may be made at:
 - (1) full pay over 14 weeks; or
 - (2) half pay over 28 weeks; or
 - (3) a combination of full pay and half pay.
- (d) A staff member who is eligible for paid maternity leave under subclause (b), and who gives birth to a still born child (or the child dies shortly after birth), shall continue to be eligible for 14 weeks' paid maternity leave, or for as long as a medical practitioner certifies to be necessary, whichever period is shorter.
- (e) Maternity leave may commence no earlier than 9 weeks before the expected date of birth and no later than the date of birth.
- (f) A staff member who has been granted maternity leave may, with the permission of the Managing Director, take such leave:
 - (1) full-time over a period not exceeding 12 months from the date of birth; or
 - (2) part-time (or a combination of part-time and full-time) over a period not exceeding 2 years from the date of birth.
- (h) Special Maternity Leave and Paid Sick Leave--- Where a staff member is not fit to work following a termination of pregnancy (other than by the birth of a living child), or as a result of illness related to the staff member's pregnancy, and the staff member is not then on maternity leave, the staff member shall be entitled to take:
 - (1) unpaid leave to be known as special maternity leave for as long as a medical practitioner certifies to be necessary; or
 - (2) paid sick leave (instead of or in addition to special maternity leave) as the staff member is then entitled to and for as long as a medical practitioner certifies to be necessary.

The above does not limit the staff member's ability to access other forms of available leave.

- (i) A staff member who resumes duty immediately following maternity leave, or immediately following special maternity leave or paid sick leave as referred to in subclause (h), shall:
 - (1) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (2) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member

shall be appointed to a position of the same grade and classification as the staff member's former position.

71. Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Managing Director may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (b) Up to 26 working days military leave per year may be granted by the Managing Director to members of the Naval Reserve, up to 28 working days per year to members of the Army Reserve and up to 32 working days per year for members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
- (c) Employees are eligible for an additional single period of up to four days of paid military leave per military leave year, where they require leave in excess of the above entitlement.
- (d) For leave in excess of the entitlements under (b) and (c) of this clause staff members will receive top up pay. Top up pay is the difference between their Reservist pay and what they would have received ordinarily if they were at work. During periods of top up pay the staff member's superannuation will be maintained and sick, recreation and extended leave entitlements will accrue.
- (e) At the expiration of military leave, the staff member shall furnish to the Managing Director a certificate of attendance signed by the commanding officer or other responsible officer.

72. Observance of Essential Religious Or Cultural Obligations

- (a) A staff member of:
 - (1) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (2) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- (b) Provided adequate notice as to the need for leave is given by the staff member to the NSW TAFE Commission and it is operationally convenient to release the staff member from duty, the Managing Director must grant the leave applied for by the staff member in terms of this clause.
- (c) A staff member of any religious faith who seek time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Managing Director, subject to:
 - (1) adequate notice being given by the staff member;
 - (2) prior approval being obtained by the staff member; and
 - (3) the time off being made up in the manner approved by the Managing Director.
- (d) Notwithstanding the provisions of subclause (a), (b) and (c) of this clause, arrangements may be negotiated between the NSW TAFE Commission and the Association in terms of clause 7, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

73. Parental Leave

- (a) Parental leave is available to staff members who become parents following the birth of their child or following an adoption and who wish to apply for leave to look after their child but are not eligible for either adoption leave or maternity leave.
- (b) Parental leave applies as follows:
- (1) short parental leave - an unbroken period of up to one week at the time of the birth of the child (or other termination of the spouse's or partner's pregnancy) or, in the case of adoption, from the date of placement;
 - (2) extended parental leave - for a period of up to 12 months less any short parental leave taken by the staff member as provided for in paragraph (1) of this subclause.
- "Date of placement", in the case of adoption, is the date on which the staff member takes custody of the child concerned, whether that date is before, on, or after the date on which a court makes an order for the adoption of the child by the staff member.
- (c) Parental leave shall be granted without pay except that the staff member shall be entitled to payment for a period of one week at full pay, or two weeks at half pay, if the staff member:
- (1) applied for parental leave within the time and in the manner determined by the Managing Director; and
 - (2) prior to the expected date of birth or the date of placement in the case of adoption, completed not less than 40 weeks' continuous service.
- (d) Parental leave may not commence earlier than the date of birth or, in the case of adoption, the date of placement.
- (e) A staff member who has been granted parental leave may, with the permission of the Managing Director, take such leave:
- (1) full-time over a period not exceeding 12 months from the date of birth or, in the case of adoption, the date of placement; or
 - (2) part-time (or a combination of part-time and full-time) over a period not exceeding 2 years from the date of birth or, in the case of adoption, the date of placement.
- (f) A staff member who resumes duty immediately following parental leave shall:
- (1) if the position occupied by the staff member immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
 - (2) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.

74. Recreation Leave

- (a) Accrual
- (1) Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

- (2) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member who is stationed indefinitely in a remote area of the State, as defined in clause 3, Definitions of this award.
 - (3) Recreation leave accrues from day to day.
- (b) Limits on Accumulation and Direction to take leave
- (1) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Managing Director in special circumstances.
 - (2) Where the operational requirements permit, the application for leave shall be dealt with by the Managing Director according to the wishes of the staff member.
 - (3) Recreation leave should only accumulate to a maximum of 40 working days. Staff members who are shift workers or who are required to work regularly on weekends and/or public holidays may accrue to a maximum of 50 days.
 - (4) Should recreation leave balances exceed the limits specified in paragraph (3) of this subclause, the Managing Director may direct staff to take recreation leave with a reasonable time period and at a time convenient to the NSW TAFE Commission.
- (c) Conservation of Leave - If the Managing Director is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below 40 or 50 days, the Managing Director shall:
- (1) specify in writing the period of time during which the excess shall be conserved; and
 - (2) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 40 or 50 day limit.
- (d) Miscellaneous
- (1) Unless a local arrangement has been negotiated between the Managing Director and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
 - (2) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
 - (3) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (4) of this subclause.
 - (4) Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers' Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
 - (5) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (4) of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
 - (6) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
 - (7) On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.

- (8) A staff member to whom paragraph (7) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- (e) Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's personal representative. Where no probate or letters of administration are produced then the monetary value of recreation leave may be paid to the person who met the expenses for the funeral.

75. Annual Leave Loading

- (a) General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses (b) to (f) of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks' recreation leave accrued in a leave year.
- (b) Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- (1) as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
 - (2) if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (c) Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- (1) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - (2) 17½% annual leave loading.
- (d) Maximum Loading - Unless otherwise provided in an industrial instrument under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- (e) Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- (f) Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- (1) annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
 - (2) if at least two weeks' leave, as set out in paragraph (1) of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
 - (3) while annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph (1) of this subclause, is taken.

- (4) a staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
- (5) except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

76. Sick Leave

- (a) If the appropriate Managing Director is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Managing Director:
 - (1) shall grant to the staff member sick leave on full pay; and
 - (2) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
- (b) Entitlements
 - (1) Sick leave on full pay accrues to a staff member at the rate of 15 days each calendar year. Any leave accrued and not utilised accumulates.
 - (2) Sick leave on full pay accrues at the beginning of the calendar year. If a staff member is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
 - (3) New appointees with an accrued sick leave balance from previous employment in a NSW public sector service (including the NSW TAFE Commission) which is continuous with current employment with the NSW TAFE Commission are entitled to have that balance transferred to their current employment in accordance with section 96 of the *Public Sector Employment and Management Act 2002* and any amendments thereto.
 - (4) New appointees with an accrued sick leave balance from previous employment with the NSW TAFE Commission which is not continuous with current employment with the NSW TAFE Commission are entitled to have that balance transferred to their current employment provided that sick leave records are available.
 - (5) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (6) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (7) Paid sick leave shall not be granted during a period of unpaid leave.
- (c) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a temporary staff member employed for less than 3 months, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Managing Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (d) Temporary staff members - No paid sick leave shall be granted to temporary employees who are employed for a period of less than 3 months.
- (e) Unless an apprentice is covered by an industrial instrument which makes a more favourable provision, all apprentices are granted a maximum of 10 days sick leave on full pay during each year of their apprenticeship. Unused sick leave accumulates during the period of the apprenticeship.

77. Sick Leave - Requirements for Medical Certificate

- (a) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Managing Director in respect of the absence.
- (b) A staff member shall be put on notice in advance if required by the Managing Director to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (c) If there is any concern about the reason shown on the medical certificate, the Managing Director, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to HealthQuest for advice.
- (d) The nature of the leave to be granted to a staff member shall be determined by the Managing Director on the advice of HealthQuest.
- (e) If sick leave applied for is not granted, the Managing Director must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (f) A staff member may elect to have an application for sick leave dealt with confidentially by HealthQuest in accordance with the general public service policy on confidentiality, as applies from time to time.
- (g) If a staff member who is absent on recreation leave or extended leave, furnishes to the Managing Director a satisfactory medical certificate in respect of an illness which occurred during the leave, the Managing Director may, subject to the provisions of this clause, grant sick leave to the staff member as follows:-
 - (1) in respect of recreation leave, the period set out in the medical certificate;
 - (2) in respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
- (h) Subclause (g) of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (i) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Managing Director's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

78. Sick Leave to Care for a Family Member

When family and community service leave provided for in clause 68 is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Managing Director may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the Managing Director, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this clause is subject to:-

- (1) the staff member being responsible for the care and support of the person concerned; and
- (2) the person concerned being:-

a spouse of the staff member; or

a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; 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 staff member or of spouse or of de facto spouse of the staff member; or

a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

79. Sick Leave - Workers' Compensation

- (a) The Managing Director shall advise each staff member of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (b) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (c) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Managing Director shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (d) The Managing Director will ensure that, once received by the NSW TAFE Commission, a staff member's workers' compensation claim is lodged by the NSW TAFE Commission with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.
- (e) Pending the determination of that claim and on production of an acceptable medical certificate, the Managing Director shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- (f) If liability for the workers' compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (g) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers' Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.

- (h) If a staff member notifies the appropriate Managing Director that he or she does not intend to make a claim for any such compensation, the Managing Director shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (i) A staff member may be required to submit to a medical examination under the *Workers' Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (j) If the Managing Director provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers' Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (k) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers' Compensation Act 1987*.
- (l) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:-
 - (1) the staff member's claim for workers' compensation;
 - (2) the conduct of a medical examination by a Government or other Medical Officer;
 - (3) a medical certificate issued by the examining Government or other Medical Officer; or
 - (4) action taken by the Managing Director either under the *Workers' Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

80. Sick Leave - Claims Other Than Workers' Compensation

- (a) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers' Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:-
 - (1) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the NSW TAFE Commission to the staff member; and
 - (2) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the NSW TAFE Commission the monetary value of any such period of sick leave.
- (b) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Managing Director is satisfied that the refusal or failure is unavoidable.
- (c) On repayment to the NSW TAFE Commission of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

81. Special Leave

- (a) Special Leave - Jury Service
- (1) A staff member shall, as soon as possible, notify the Managing Director of the details of any jury summons served on the staff member.
 - (2) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Managing Director a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
 - (3) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Managing Director shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Managing Director shall grant, at the sole election of the staff member, available recreation leave on full pay, flexleave or leave without pay.
- (b) Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the NSW TAFE Commission.
- (c) Witness at Court --- Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- (1) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (2) pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
 - (3) Association Witness -a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the NSW TAFE Commission for the required period.
- (d) Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- (e) Special Leave - Examinations -
- (1) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Managing Director.
 - (2) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- (f) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 50, Trade Union Activities Regarded as Special Leave of this award.
- (g) Return Home When Temporarily Living Away from Home --- Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long

weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.

- (h) Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, on the same terms and conditions that apply to staff members covered by the Crown Employees (Transferred Employees Compensation) Award 2004 and any amendments thereto.
- (i) A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.
- (j) Special Leave - Other Purposes - Special leave on full pay may be granted for other purposes as the Managing Director determines.

82. Study Assistance

- (a) The Managing Director shall have the power to grant or refuse study time.
- (b) Where the Managing Director approves the grant of study time, the grant shall be subject to:
 - (1) the course being a course relevant to the NSW TAFE Commission;
 - (2) the time being taken at the convenience of the NSW TAFE Commission; and
 - (3) paid study time not exceeding a maximum of 4 hours per week.
- (c) Study time may be granted to permanent staff members and full-time temporary staff members. Permanent part-time staff members shall have a part time entitlement to study time.
- (d) Study time may be used for:
 - (1) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (2) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - (3) private study; and/or
 - (4) accumulation, subject to the conditions specified in subclauses (f) to (j) of this clause.
- (e) Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
 - (1) Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (2) Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (3) Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses (f) to (j) of this clause.
- (f) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW TAFE Commission.

- (g) Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW TAFE Commission.
- (h) Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- (i) Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- (j) Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- (k) Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (l) Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- (m) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- (n) Repeated subjects - Study time shall not be granted for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control.
- (o) Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- (p) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (q) The period granted as examination leave shall include:
 - (1) time actually involved in the examination;
 - (2) necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- (r) The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- (s) Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (t) All permanent full-time and part-time and full-time temporary staff members are eligible to apply and no prior service requirements are necessary.
- (u) Study leave shall be granted without pay, except where the Managing Director approves financial assistance. The extent of financial assistance to be provided shall be determined by the Managing

Director according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

- (v) Where financial assistance is approved by the Managing Director for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- (w) Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the NSW TAFE Commission may choose to identify courses or educational programmes of particular relevance or value and establish a NSW TAFE Commission scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

83. Shift Work

- (a) Shift Loadings - Except where otherwise provided under another Industrial Instrument, a shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day -	at or after 6am and before 10am	Nil
Afternoon -	at or after 10am and before 1pm	10.0%
Afternoon -	at or after 1pm and before 4pm	12.5%
Night -	at or after 4pm and before 4am	15.0%
Night -	at or after 4am and before 6am	10.0%

- (b) The loadings specified in subclause (a) of this clause shall only apply to shifts worked from Monday to Friday.
- (c) Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- (d) Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- (e) Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- (f) Public Holidays - the following shall apply:
 - (1) where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
 - (2) a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day.
- (g) Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Managing Director.
- (h) Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

- (i) Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- (j) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 93, Overtime Worked by Shift Workers, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (k) Time spent off duty may be calculated by determining the amount of time elapsed after:-
 - (1) the completion of an ordinary rostered shift; or
 - (2) the completion of authorised overtime; or
 - (3) the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

84. Overtime - General

- (a) A staff member may be directed by the Managing Director to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to staff member health and safety,
 - (3) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Managing Director regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
 - (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

85. Overtime Worked By Shift Workers

- (a) The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
 - (1) Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

- (2) Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (3) Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - (4) Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- (b) Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
 - (c) The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.
 - (d) Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

86. Overtime Worked By Day Workers

- (a) The provisions of this clause shall not apply to:
 - (1) shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 83, Shift Work and clause 85, Overtime Worked By Shift Workers of this award apply;
 - (2) staff members covered by formal local arrangements in respect of overtime negotiated between the Managing Director and the Association;
 - (3) staff members to whom overtime provisions apply under another industrial instrument;
 - (4) staff members whose salary includes compensation for overtime;
 - (5) staff members who receive an allowance in lieu of overtime.
- (b) Rates - Overtime shall be paid at the following rates:
 - (1) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 7, Local Arrangements of this award apply;
 - (2) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
 - (3) Sundays - All overtime worked on a Sunday at the rate of double time;
 - (4) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (d) A staff member who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

- (e) Rest Periods
- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

87. Recall to Duty

- (a) A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This clause shall not apply in cases where it is customary for a staff member to return to the NSW TAFE Commission's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

88. on Call (Stand-By)

When a staff member is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made. The rate shown in item 11 of Table 1 - Allowances of Part B Monetary Rates shall be made for the duration of on call (stand-by).

89. Overtime Meal Breaks

- (a) Staff members not working flexible hours --- A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Staff member working flexible hours --- A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for

lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- (c) Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

90. Overtime Meal Allowances

- (a) If an adequate meal is not provided by the NSW TAFE Commission, a meal allowance shall be paid by the NSW TAFE Commission at the appropriate rate specified in Item 16 of Table 1 - Allowances of Part B, Monetary Rates, provided the Managing Director is satisfied that:
- (1) the time worked is directed overtime;
 - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) Notwithstanding the above provisions, nothing in this clause shall prevent the Managing Director and the Association from negotiating different meal provisions under a local arrangement.

91. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk Grade 8 plus \$1.00, unless the Managing Director approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

92. Payment for Overtime Or Leave in Lieu

- (a) The Managing Director shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (b) of this clause.
- (b) The following provisions shall apply to the leave in lieu:-
- (1) the staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (2) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - (3) the leave must be taken at the convenience of the NSW TAFE Commission, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 78, Sick Leave to Care for a Sick Family Member apply.
 - (4) the leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's NSW TAFE Commission or section;
 - (5) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the NSW TAFE Commission and taken by the staff member within three months of

accrual unless alternate local arrangements have been negotiated between the Managing Director and the Association;

- (6) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
- (7) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

93. Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause (d) of clause 86, Overtime Worked by Day Workers applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:-

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:-

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (d) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (e) Overtime is not payable for time spent travelling.

94. Review of Overtime Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 48, Review of Allowances Payable in Terms of This award.
- (b) Where an allowance payable under clause 90, Overtime Meal Allowances of this award is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Managing Director shall approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Managing Director or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

95. Provision of Transport in Conjunction With Working of Overtime

- (a) For the purpose of this clause, departure or arrival after 8.00 pm will determine whether the provisions of this clause apply.
 - (1) Departure or arrival after 8.00 pm of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

- (2) The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of NSW TAFE Commissions where knowledge of each particular situation will enable appropriate judgements to be made.

(b) Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

(c) Provision of Taxis

Where a staff member:

ceases overtime duty after 8.00 p.m., or

ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

96. Higher Duties Allowance

- (a) A staff member who is directed to carry out a period of relief in a higher position for a period of five consecutive days or more shall be paid a higher duties allowance subject to:

- (1) satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the staff member appointed to that position; and
- (2) the allowance paid will be the difference between the present rate of pay of the staff member and the rate of pay to which they would have been entitled if appointed to that position; or
- (3) where the staff member does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the Managing Director as a proportion of the duties and responsibilities which are satisfactorily undertaken.

- (b) In exceptional circumstances, and subject to approval by the Managing Director, payment of the higher duties allowance may be made for periods of relief of less than five consecutive days.

- (c) Except as provided by subclause (d) of this clause, a higher duties allowance is not to be paid in respect of any unbroken period of leave exceeding five working days taken by the staff member during any period of relief in a higher position.

- (d) Staff members who have relieved continuously for 12 months or more in the same higher-graded position and who continue to relieve in that position, are entitled to payment of the higher duties allowance for all leave taken during the further period of relief.

97. Management of Conduct and Performance

Part 2.7, Management of Conduct and Performance of the *Public Sector Employment and Management Act 2002* and any procedural guidelines issued pursuant to section 44 of the *Public Sector Employment and Management Act 2002*, apply to classifications under this Award.

98. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (1) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (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) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (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."

99. Leave Reserved

- (a) The intention of this Award is to reflect existing conditions of service in relation to classifications in the NSW TAFE Commission at the time the Award is made. The parties may make application to vary the terms of the Award to correct any errors or omissions in relation to existing conditions of service.
- (b) Leave is also reserved for other parties to make application to be bound by the Award in relation to classifications of staff not included in Schedule 1. This sub-clause will operate for a period of six months from the date of effect of the Award.

100. Area, Incidence and Duration

- (a) The parties bound by this Award are the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and the Technical and Further Education Commission.
- (b) The provisions of this Award shall apply to permanent, temporary and casual staff employed in the NSW TAFE Commission in the classifications as listed in Schedule 1 of this Award.
- (c) This Award will be operative from 11 August 2005 and will remain in force for a period of three years.

PART B**MONETARY RATES****Table 1 - Allowances**

Item No	Clause No	Description	Amount as from 1/7/05 \$	
1		Meal Expenses on One Day Journeys		
		Capital cities and high cost country centres (see list in item 2)		
		24(a) Breakfast	18.90	
		24(b) Dinner	36.40	
		24(c) Lunch	21.15	
		Tier 2 and other country centres (see list in item 2)		
		24(a) Breakfast	16.85	
24(b) Dinner	33.30			
24(c) Lunch	19.30			
2	25(b)(1)	Travelling Allowances When Staying in Non-Govt Accommodation		
		Capital Cities	\$ per day	
		Adelaide	222.00	
		Brisbane	226.00	
		Canberra	199.00	
		Darwin	219.00	
		Hobart	195.00	
		Melbourne	241.00	
		Perth	209.00	
		Sydney	248.00	
		25(b)(1)	High cost country centres	\$ per day
			Alice Springs (NT)	182.00
			Ballarat (Vic)	188.00
			Broome (WA)	220.00
			Burnie (Tas)	184.50
	Carnarvon (WA)		186.00	
	Christmas Island (WA)		211.00	
	Dampier (WA)		189.00	
	Devonport (Tas)		190.00	
	Exmouth (WA)		186.00	
	Gold Coast (QLD)		197.00	
	Halls Creek		194.50	
	Horn Island (QLD)		200.00	
	Jabiru (NT)		296.00	
	Kalgoorlie (WA)		186.00	
	Karratha (WA)		243.00	
	Kununurra (WA)		210.00	
	Launceston (Tas)		186.00	
	Maitland (NSW)	183.00		
	Newcastle (NSW)	199.00		
	Newman (WA)	208.00		
	Norfolk Island	191.00		
	Pt Hedland (WA)	208.00		
Queenstown (Tas)	186.50			
Thursday Island (QLD)	231.00			
Weipa (Qld)	216.00			
Wilpena (SA)	194.00			
Wollongong (NSW)	191.00			
Yulara	373.00			

	25(b)(1)	Tier 2 country centres Ararat (Vic) Bathurst (NSW) Bendigo (VIC) Bordertown (SA) Broken Hill (NSW) Bunbury (WA) Cairns (Qld) Castlemaine (Vic) Cocos (Keeling) Island Geelong (Vic) Mt Gambier (SA) Mt Isa (Qld) Northam (WA) Orange (NSW) Pt Lincoln (SA) Portland (Vic) Wagga Wagga (NSW) Warrnambool (VIC)	\$ per day 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00 170.00
	25(b)(1)	Other country centres	\$ per day 158.00
	25(b)(2)	Incidental expenses when claiming actual expenses - all locations	14.55
	25(e)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26	Government accommodation- incidental expenses (\$ per day)	14.55
4	31(b)	Camping Allowance Established camp Non established camp Additional allowance for staff who camp in excess of 40 nights per year	\$ per night 24.00 31.80 7.60
5	32(b) 32(c)	Camping Equipment Allowance Camping Equipment Allowance Bedding and sleeping bag	\$ per night 23.70 3.95
6	33(d)	Use of private motor vehicle Official business Engine capacity- over 2700cc 1600cc to 2700cc under 1600cc Casual rate Engine capacity- Over 2700cc 1600cc-2700cc under 1600cc Motor cycle allowance Normal business During transport disruptions Towing trailer or horse float	cents per kilometre 79.1 73.6 52.7 28.1 26.1 22.0 34.7 17.4 10.2
	33(f)		
7	35(b)(1) 35(b)(2) 35(b)(3) 35(b)(1)	Remote Areas Allowance With dependants - Grade A - Grade B - Grade C Without dependants - Grade A	\$ per annum 1,522 2,018 2,695 1,061

	35(b)(2)	- Grade B	1,415
	35(b)(3)	- Grade C	1,888
8	36	Assistance to staff members stationed in a remote area when travelling on recreation leave By private motor vehicle Other transport - with dependants Other transport - without dependants Rail travel	Appropriate casual rate up to a maximum of 2850 kms less \$37.50 Actual reasonable expenses in excess \$37.50 and up to \$251.20 Actual reasonable expenses in excess of \$37.50 and up to \$124.05 Actual rail fare less \$37.50
9	38	Exchanges	Actual cost
10	39(a)	Room at home used as office (\$ per annum)	693
11	41(a), 88	On-call allowance (\$ per hour)	0.67
12	43(a)	Laundry allowance (per week)	\$3.65
13	45(a)	Garage and carport allowance - Garage allowance - Carport allowance	\$ per annum 491 109
14	46	Community Language Allowance Scheme - Base Level Rate - Higher Level Rate	\$ per annum 958 1,438
15	47(a)	First aid allowance - Holders of basic qualifications - Holders of current occupational first aid certificate	\$ per annum 615 926
16	90(a)	Overtime meal allowances Breakfast Lunch Dinner Supper	\$ 21.10 21.10 21.10 8.30

SCHEDULE 1

Classifications Of Administrative And Support Staff Covered By The Award

Apprentice Gardener, Greenkeeper, Nursery Person

Artists Model

Assistant Food and Beverage Controller

Assistant Operations Controller

Assistant Operations Manager

Audio Visual Aids Technician

Customer Relations Manager

Catering Supervisor

Catering Services Manager
Chief Security Controller
Class Preparation Assistant
Clerk (Graded)
Clerical Officer Grade 1
Clerical Officer Grade 1/2
Clerical Officers Grade 3/8
Computer Systems Officer (Graded)
Computer Systems Officer (Trainee, Levels 1 & 2)
Officer-in-Charge, Media Centre
Dental Auxiliaries Assistant (Clinical)
Dental Auxiliaries Assistant (Technical)
Designer
Disability Classroom Support (Non-teaching)
Driver/General Assistant
Duty Manager
Assistant - Enrolled Nurses Training Program
Food School Assistant
Fitter Operator
Food and Beverage Controller
Gardening Staff
General Assistant/Caretaker
Guest Services Agent
House Officer
House Supervisor
Kitchen Assistant
Laboratory Attendant
Laboratory Craftsman
Librarian and Archivist
Library Assistant

Library Technician

Operations Controller

Operations Supervisor - Food School

Operations Manager

Operations Manager - Food School

Publicity Officer

Public Relations Officer

Scientific Instrument Maker

Senior Housekeeper

Steel Production Assistant

Steel Production Supervisor

Stores Attendant

Stores Officer

Student Association Officer

Technical Assistant (Various)

Technical Officer (Engineering)

Technical Officer (Scientific)

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

(1144)

SERIAL C4224

**PROFESSIONAL ENGINEERS AND PROFESSIONAL SCIENTISTS
(PRIVATE INDUSTRY) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Association of Professional Engineers, Scientists and Managers, Australia, industrial organisation of employees.

(No. IRC 3895 of 2005)

Before The Honourable Justice Walton, Vice-President
Before The Honourable Justice Schmidt
Before Commissioner Murphy

1 November 2005

VARIATION

1. Delete paragraph 4.2.3 of clause 4, Salaries and Classifications, of the award published 18 August 2000 (317 I.G. 1030), and insert in lieu thereof the following:
 - 4.2.3 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 - Salaries

Classification	Award Salary per year \$
Level 1A Professional Scientist (Graduate/Diplomate - 3 year course)	34,564
Level 1 Professional Engineer / Level 1B Professional Scientist (Graduate 4 or 5 year course)	35,667
Level 2 Professional Engineer / Professional Scientist (Experienced)	41,978
Level 3 Professional Engineer / Professional Scientist	46,326
Level 4 Professional Engineer / Professional Scientist	52,850

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8.4	Meal Allowance	10.60
2	17.3	Use of private vehicle	Not less than 58 cents per kilometre

3. This variation is to take effect on and from the first pay period commencing on or after 16 August 2005.

M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1144)

SERIAL C4314

**PROFESSIONAL ENGINEERS AND PROFESSIONAL SCIENTISTS
(PRIVATE INDUSTRY) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Association of Professional Engineers, Scientists and Managers, Australia, industrial organisation of employees.

(No. IRC 3895 of 2005)

Before The Honourable Justice Walton, Vice-President
Before The Honourable Justice Schmidt
Before Commissioner Murphy

1 November 2005

VARIATION

1. Delete paragraph 4.2.3 of clause 4, Salaries and Classifications, of the award published 18 August 2000 (317 I.G. 1030), and insert in lieu thereof the following:
 - 4.2.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Table 1 - Salaries, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Award Salary per year \$
Level 1A Professional Scientist (Graduate/Diplomate - 3 year course)	35,450
Level 1 Professional Engineer / Level 1B Professional Scientist (Graduate 4 or 5 year course)	36,553
Level 2 Professional Engineer / Professional Scientist (Experienced)	42,864
Level 3 Professional Engineer / Professional Scientist	47,212
Level 4 Professional Engineer / Professional Scientist	53,736

3. This variation is to take effect on and from the first pay period commencing on or after 1 November 2005.

M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1297)

SERIAL C3945

CROWN EMPLOYEES (OFFICE OF THE BOARD OF STUDIES - EDUCATION OFFICERS) SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 462 of 2004)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
Commissioner McLeay

14 March 2005

VARIATION

1. Delete clause 19, Leave Reserved from the Arrangement of the published 23 December 2005 (355 I.G. 592), and renumber clause 20, Area, Incidence and Duration to read as clause 19.

19. Area Incidence and Duration

2. Delete clause 18, No Further Claims, and insert in lieu thereof the following:

18. No Further Claims

- 18.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2005 in relation to matters expressly contained in this award.

3. Delete clause 19, Leave Reserved, and renumber clause 20, Area, Incidence and Duration to read as clause 19.

4. Delete Table 1 - Salaries, of Part B Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Chief Education Officer

Level	5.50% From the first pay period to commence on or after 1/1/04 \$	3.0% + 1.5% From the first pay period to commence on or after 1/7/04 \$	3.5% + 1.5% From the first pay period to commence on or after 1/1/05 \$
Level 1	94,663	98,966	103,966
Level 2	97,736	102,178	107,340
Level 3	100,808	105,389	110,714
Level 4	102,873	107,548	112,982
Level 5	105,163	109,943	115,498

Principal Education Officer

	5.50% From the first pay period to commence on or after 1/1/04 \$	3.0% + 1.5% From the first pay period to commence on or after 1/7/04 \$	3.5% + 1.5% From the first pay period to commence on or after 1/1/05 \$
Single salary point	92,570	96,777	101,666

Senior Education Officer Grade 1

Grade	5.50% From the first pay period to commence on or after 1/1/04 \$	3.0% + 1.5% From the first pay period to commence on or after 1/7/04 \$	3.5% + 1.5% From the first pay period to commence on or after 1/1/05 \$
Level 1	71,151	74,385	78,143
Level 2	80,044	83,682	87,910

Senior Education Officer Grade 2

	5.5% From the first pay period to commence on or after 1/1/04 \$	3.0% + 1.5% From the first pay period to commence on or after 1/7/04 \$	3.5% + 1.5% From the first pay period to commence on or after 1/1/05 \$
Single Salary point	83,441	87,233	91,640

Education Officer AECG

Level	5.5% From the first pay period to commence on or after 1/1/04 \$	3.0% From the first pay period to commence on or after 1/7/04 \$	3.5% From the first pay period to commence on or after 1/1/05 \$
Level 1 1st year of Service Thereafter	53,423 55,109	55,026 56,762	56,952 58,749
Level 2 1st year of Service Thereafter	57,270 58,949	58,988 60,718	61,053 62,843
Level 3 1st year of Service Thereafter	60,714 62,533	62,535 64,409	64,724 66,663
Level 4 1st year of Service Thereafter	65,133 67,204	67,087 69,220	69,435 71,643

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time by the Public Employment Office pursuant to its powers under the *Public Sector Employment and Management Act 2002*.

5. This variation shall take effect from the first pay period on or after 14 March 2005.

M. J. WALTON *J, Vice-President.*
J. P. GRAYSON *D.P.*
J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

**BLUESCOPE STEEL (AIS) PTY LTD - PORT KEMBLA STEEL
WORKS EMPLOYEES AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by BlueScope Steel (AIS) Pty Ltd.

(No. IRC 5953 of 2005)

Before Mr Deputy President Grayson

24 November 2005

VARIATION

1. Delete the classifications and wage rates appearing under the heading Slab Handling, in Table 1 - Restructured Ironworkers Rates of Pay, of Part C Monetary Rates - Restructured Classifications, of the award published 11 March 2005 (349 I.G. 109), and insert in lieu thereof the following:

Cold Slab Handler 1 (New Starters)	655.40
Cold Slab Handler 2	676.70
Cold Slab Handler 2A (Existing Employees)	698.70
Cold Slab Handler 3	717.40
Cold Slab Handler 3A (Existing Employees)	736.00
Senior Slab Handler	792.60

2. This variation shall take effect from the first pay period to commence on or after 24 November 2005

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1343)

SERIAL C3824

CROWN EMPLOYEES (INSTITUTE MANAGERS IN TAFE) SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 487 of 2004)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
Commissioner McLeay

23 February 2005

VARIATION

1. Delete clause 24, Leave Reserved from the Arrangement of the award published 23 December 2005 (355 I.G. 558), and renumber clause 25, Area, Incidence and Duration to read as clause 24.

24. Area Incidence and Duration

2. Delete clause 19, No Further Claims, and insert in lieu thereof the following:

19. No Further Claims

- 19.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2005, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.
3. Delete clause 24, Leave Reserved, and renumber clause 25, Area, Incidence and Duration to read as clause 24.
4. Delete Schedule 1 - Salaries, of Part B Monetary Rates, and insert in lieu thereof the following:

Schedule 1 - Salaries

Institute Managers Increase	Salary from the first pay period to commence on or after 1.1.04 5.5% \$	Salary from the first pay period to commence on or after 1.7.04 3% + 1.5% \$	Salary from the first pay period to commence on or after 1.1.05 3.5% + 1.5% \$
Level 1	83,503	87,298	91,708
Level 2	89,804	93,885	98,629
Level 3	94,531	98,828	103,821
Level 4	100,833	105,416	110,743
Level 5	107,136	112,005	117,664

5. This variation shall take effect from the first pay period on or after 23 February 2005.

M. J. WALTON *J. Vice-President.*
J. P. GRAYSON *D.P.*
J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(505)

SERIAL C3829

CROWN EMPLOYEES (SATURDAY SCHOOL OF COMMUNITY LANGUAGES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 459 of 2004)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
Commissioner McLeay

23 February 2005

VARIATION

1. Delete clause 16, Leave Reserved of clause 1, Arrangement, of the award published 23 December 2005 (355 I.G. 628), and renumber clause 17, Area, Incidence and Duration to read as clause 16.

16. Area Incidence and Duration

2. Delete paragraph 13.1.1, of clause 13, No Further Claims.
3. Delete clause 16, Leave Reserved, and renumber clause 17, Area, Incidence and Duration to read as clause 16.
4. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Remuneration

Classification	Saturday Sessional rate from the first pay period to commence on or after 1.1.2004 \$	Saturday Sessional rate from the first pay period to commence on or after 1.7.2004 \$	Saturday Sessional rate from the first pay period to commence on or after 1.1.2005 \$
Increase	5.5%	3% + 1.5%	3.5% + 1.5%
Supervisor	465.82	486.99	511.59
Assistant Supervisor	369.11	385.88	405.38
Curriculum Co-ordinator	369.11	385.88	405.38

Classification	Hourly rate from the first pay period to commence on or after 1.1.2004 \$	Hourly rate from the first pay period to commence on or after 1.7.2004 \$	Hourly rate from the first pay period to commence on or after 1.1.2005 \$
Increase	5.5%	3% + 1.5%	3.5% + 1.5%
Supervisor	77.64	81.17	85.27
Assistant Supervisor	61.53	64.33	67.58
Curriculum Co-ordinator	61.53	64.33	67.58
Increase	5.5%	3%	3.5%
Teacher	52.07	53.63	55.51
Conditionally Approved Teacher	48.44	49.89	51.64

5. This variation shall take effect from the first pay period on or after 23 February 2005.

M. J. WALTON *J, Vice-President.*
 J. P. GRAYSON *D.P.*
 J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(240)

SERIAL C3830

NSW ADULT MIGRANT ENGLISH SERVICE CROWN EMPLOYEES (TEACHERS AND RELATED EMPLOYEES) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 456 of 2004)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
Commissioner McLeay

23 February 2005

VARIATION

1. Delete clause 30, Leave Reserved from the Arrangement of the award published 23 December 2005 (355 I.G. 573), and renumber clause 31, Area, Incidence and Duration to read as clause 30.

30. Area, Incidence and Duration

2. Delete clause 29, No Further Claims, and insert in lieu thereof the following:

29. No Further Claims

- 29.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2005, in relation to matters expressly contained in this award.
3. Delete clause 30, Leave Reserved and renumber clause 31, Area, Incidence and Duration to read as clause 30.
4. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

	From the first pay period to commence on or after 1.1.2004 \$	From the first pay period to commence on or after 1.7.2004 \$	From the first pay period to commence on or after 1.1.2005 \$
Salary Scale for Permanent Teachers, Full Time Temporary Teachers and Education Officers			
Increase	5.5%	3%	3.5%
1 st Salary Level	40,920	42,148	43,623
2 nd Salary Level	43,108	44,401	45,955
3 rd Salary Level	45,293	46,652	48,285
4 th Salary Level	47,480	48,904	50,616
5 th Salary Level	49,979	51,478	53,280
6 th Salary Level	52,167	53,732	55,613
7 th Salary Level	54,351	55,982	57,941
8 th Salary Level	56,539	58,235	60,273
9 th Salary Level	59,195	60,971	63,105
10 th Salary Level	62,006	63,866	66,101

Salary Scale for Senior Education Officers			
Increase	5.5%	3% + 1.5%	3.5% + 1.5%
Senior Education Officer Class II	81,805	85,523	89,844
Senior Education Officer Class I			
Year 1	69,720	72,889	76,572
Year 2	72,600	75,900	79,735
Year 3	75,482	78,912	82,899
Salary Scale for Operations Managers			
Increase	5.5%	3% + 1.5%	3.5% + 1.5%
Operations Manager	99,485	104,007	109,262
Casual Teachers			
Increase	5.5%	3%	3.5%
1 st Salary Level	50.39	51.90	53.72
2 nd Salary Level	53.09	54.68	56.59
3 rd Salary Level	55.79	57.46	59.47
4 th Salary Level	58.48	60.23	62.34
5 th Salary Level	61.55	63.40	65.62

Table 2 - Other Rates

Item No.	Clause No.	Brief Description	1.1.2003 Amount Per Annum \$	5.5% From the first pay period to commence on or after 1.1.2004 \$	3.0% From the first pay period to commence on or after 1.7.2004 \$	3.5% From the first pay period to commence on or after 1.1.2005 \$
1	11	Education Officer after 12 months on the maximum of the common salary scale	2,575	2,717	2,798	2,896
		after a further 12 months on the maximum of the common salary scale	2,575	2,717	2,798	2,896
2	11.3	Teacher nominated to undertake additional responsibilities	4,559	4,810	4,954	5,127

5. This variation shall take effect from the first pay period on or after 23 February 2005.

M. J. WALTON *J, Vice-President.*
J. P. GRAYSON *D.P.*
J. McLEAY, Commissioner.

(1360)

SERIAL C3827

BRADFIELD COLLEGE (DEPARTMENT OF EDUCATION AND TRAINING) SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 455 of 2004)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
Commissioner McLeay

23 February 2005

VARIATION

1. Delete clause 25, Leave Reserved from the Arrangement of the award published 23 December 2005 (355 I.G. 614), and renumber clause 26, Area, Incidence and Duration to read as clause 25.

25. Area Incidence and Duration

2. Delete clause 20, No Further Claims, and insert in lieu thereof the following:

20. No Further Claims

- 20.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2005 in relation to matters expressly contained in this award.
3. Delete clause 25, Leave Reserved, and renumber clause 26, Area, Incidence and Duration to read as clause 25.
4. Delete Schedule 1 Annual Salaries, of Part B Schedules, and insert in lieu thereof the following:

PART B

SCHEDULES

Schedule 1 - Annual Salaries

Classification	Salary from the first pay period to commence on or after 1.1.2004 \$	Salary from the first pay period to commence on or after 1.7.2004 \$	Salary from the first pay period to commence on or after 1.1.2005 \$
Increase	5.5%	3%	3.5%
Teacher Level A	50,797	52,321	54,152
Teacher Level B	54,418	56,051	58,013
Teacher Level C	57,737	59,469	61,550
Teacher Level D	60,001	61,801	63,964
Teacher Level E	64,528	66,464	68,790
Teacher Level F	68,750	70,813	73,291
Increase	5.5%	3% + 1.5%	3.5% + 1.5%
Learning Coordinator	75,817	79,263	83,268
Assistant Director	83,399	87,190	91,596

5. This variation shall take effect from the first pay period on or after 23 February 2005.

M. J. WALTON *J, Vice-President.*
J. P. GRAYSON *D.P.*
J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1107)

SERIAL C4323

HIGHER SCHOOL CERTIFICATE AND SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 486 of 2004)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
Commissioner McLeay

14 March 2005

VARIATION

1. Delete clause 19, No Further Claims of the award published 23 December 2005 (355 I.G. 539), and insert in lieu thereof the following:

19. No Further Claims

- 19.1 Except as provided by the *Industrial Relations Act* 1996 and clause 21.1, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2005 in relation to matters expressly contained in this award.

2. Delete clause 21, Leave Reserved, and insert in lieu thereof the following:

21. Leave Reserved

- 21.1 The Unions may apply to the Industrial Relations Commission to vary this award with respect to the following claim:

21.1.1 That marking staff engaged in corporate and itinerant marking shall be paid:

- (a) The Travel Allowance as set out in item 3 of Table 4; and in addition (where applicable)
- (b) For travel in excess of 40 kilometres from the person's daily place of residence during the briefing and marking period to the marking centre and return, up to a maximum to 160 kilometres where the person provided evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4(b) of Table 4; or
- (c) When the supplementary Travel Allowance at paragraph (b) is not claimed on a daily basis and subject to the person's usual place of residence being more than 100 kilometres from the marking centre, the subsistence as per Item No 1 of Table 4.

3. Delete schedule 1, and insert in lieu thereof the following:

SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates

Schedule 1

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates

Classification	WEEKDAY RATES \$ PER HOUR On and from			WEEKDAY SUPPLEMENTARY RATES \$ PER DAY On and from			WEEKNIGHT AND SATURDAY RATE \$ PER HOUR On and from			SUNDAY RATE \$ PER HOUR On and from		
	1/1/2004	1/7/2004	1/1/2005	1/1/2004	1/7/2004	1/1/2005	1/1/2004	1/7/2004	1/1/2005	1/1/2004	1/7/2004	1/1/2005
	5.50%	3.0%	3.5%	5.50%	3.0%	3.5%	5.50%	3.0%	3.5%	5.50%	3.0%	3.5%
Marker	50.21	51.72	53.53	48.67	50.13	51.88	55.93	57.61	59.63	75.30	77.56	80.27
LOTE Examiner	N/A	N/A	N/A	48.67	50.13	51.88	55.93	57.61	59.63	75.30	77.56	80.27
LOTE Casual	50.20	51.71	53.52	N/A	N/A	N/A	55.93	57.61	59.63	75.30	77.56	80.27
1. Senior Marker 2. HSC Advice Line Adviser 3. HSC Inquiry Centre Inquiry Officer (Note 1)	62.32	64.19	66.44	57.41	59.13	61.20	69.40	71.48	73.98	93.48	96.28	99.65

Classification	WEEKDAY RATES \$ PER HOUR On and from			WEEKDAY SUPPLEMENTARY RATES \$ PER DAY On and from			WEEKNIGHT AND SATURDAY RATE \$ PER HOUR On and from			SUNDAY RATE \$ PER HOUR On and from		
	1/1/2004	1/7/2004	1/1/2005	1/1/2004	1/7/2004	1/1/2005	1/1/2004	1/7/2004	1/1/2005	1/1/2004	1/7/2004	1/1/2005
	5.50%	3.0% +1.5%	3.5% +1.5%	5.50%	3.0% +1.5%	3.5% +1.5%	5.50%	3.0% +1.5%	3.5% +1.5%	5.50%	3.0% +1.5%	3.5% +1.5%
1. Asst. Supervisor of Marking 2 Subject Co- ordinator HSC Advice Line 3 Assistant Officer in Charge HSC Inquiry Centre (Note 1)	69.95	73.13	76.83	64.45	67.38	70.79	77.92	81.46	85.57	104.89	109.66	115.20
1 Supervisor of Marking 2 HSC Advice Line Operations Manager	77.48	81.00	85.10	71.41	74.65	78.42	86.31	90.23	94.79	116.25	121.54	127.68

Note (1) : Refer to provisions that apply to HSC Inquiry Centre Staff at clause 14.2.6.

**Table 2 - Domestic Marking Rates
On and from :**

HSC	1/1/2003	1/1/2004	1/7/2004	1/1/2005
	\$	5.50% \$	3.0% \$	3.50% \$
(a) Mathematics - Payments will be on a per question basis:				
Base Rate (Mathematics in Practice/ Mathematics in Society/ General Mathematics Paper from 2001)	1.635	1.725	1.777	1.839
2-3 Unit Paper - Mathematics Paper from 2001	1.797	1.896	1.953	2.021
3 Unit Additional Paper - Mathematics Extension 1 Paper from 2001	1.948	2.055	2.117	2.191
4 Unit Additional Paper - Mathematics Extension 2 Paper from 2001	2.659	2.805	2.889	2.991
(b) Other Subjects - Payments will be on a per three hour paper basis:				
Base Rate	16.34	17.24	17.76	18.38
3 Unit Additional Paper -	20.44	21.56	22.21	22.99

Table 3 - Languages Other Than English (LOTE) Examiners Hourly Rates

A. Weekday Examining	Rates per hour 1/7/03	Rates per hour 1/1/04	Rates per hour 1/7/04	Rates per hour 1/1/05
	\$	5.5% \$	3.0% \$	3.5% \$
1. Languages other than English (LOTE) Examiners	8.39	8.85	9.12	9.44

Table 4 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount	
			(a) Daily Rate \$	(b) Hourly Rate \$
1	14.7	Subsistence Allowance -		
		Capital City Rate	245.55	10.23
		Broken Hill	196.55	8.19
		Newcastle	166.75	6.95
		Wollongong	188.55	7.86
		Bathurst	166.75	6.95
		Other Country Centres	151.75	6.32
2	14.5	Meal Allowance	20.55	
3	14.6.1	Travel Allowance (based on 40 km multiplied by the Transport Allowance per kilometre rate determined by the Public Employment Office pursuant to clause 14.8) :	13.20 per day	
		Employees engaged in Corporate marking in metropolitan areas of Sydney, Newcastle and Wollongong, HSC Advice Line and HSC Inquiry Centre		
	14.6.3(a)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong		

4		Motor Vehicle Allowance - distances exceeding travel to and from usual place of residence and usual place of work :	
(a)	14.6.2	Itinerant Markers	0.72 per km
(b)	14.6.3(b)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40 kms up to a maximum 160 kms per day	0.33 per km
5	14.6.3(b)	Travel Allowance fixed payment for : Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 14.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area and in excess of 100 kms from the marking centre	\$100 once per engagement
	14.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 kms from the briefing session venue.	\$100 once per engagement

4. This variation shall take effect from the first pay period on or after 14 March 2005.

M. J. WALTON *J, Vice-President.*
J. P. GRAYSON *D.P.*
J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1292)

SERIAL C4111**K U CHILDREN'S SERVICES (OTHER THAN TEACHERS) (STATE)
CONSENT AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3854 of 2005)

Before The Honourable Justice Schmidt

19 September 2005

VARIATION

1. Insert in clause 1, Arrangement, of the award published 4 May 2001 (324 I.G. 615) the following new clause 22, Union Dues, and renumber clause 22, Area, Incidence and Duration to read as clause 23.

22. Union Dues

23. Area, Incidence and Duration

2. Insert after clause 21, Award to Apply the following new clause:

22. 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) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise 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 percent 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) This clause shall take effect from the beginning of the first full pay period to commence on or after 1 November 2005.
3. This variation shall take effect on and from the first full pay period to commence on or after 1 November 2005.

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

(308)

SERIAL C4035**LOCAL GOVERNMENT (STATE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government , Clerical, Administrative, Energy, Airlines & Utilities Union, industrial organisation of employees.

(No. IRC 3729 of 2005)

Before Commissioner Bishop

5 August 2005

VARIATION

1. Delete Table 1: Clause 24D (xvi) - Traineeship Wage Rates, of Part B Monetary Rates of the award published 18 January 2002 (330 I.G.744) and insert in lieu thereof the following:

Clause 24D (xvi) - Traineeship Wage Rates

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	173.00 (50%)	216.00 (33%)	
School Leaver	202.00 (33%)	243.00 (25%)	293.00
Plus 1 year out of school	243.00	293.00	340.00
Plus 2 years	293.00	340.00	396.00
Plus 3 years	340.00	396.00	453.00
Plus 4 years	396.00	453.00	
Plus 5 years or more	453.00		

% - 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.

2. This variation shall take effect from the first full pay period to commence on or after 5 August 2005.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

(680)

SERIAL C4001

TRANSPORT INDUSTRY - EXCAVATED MATERIALS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4900 of 2004)

Before Commissioner Connor

12 August 2005

VARIATION

1. Delete Part B, Rates of Remuneration, of the contract determination published 24 October 1997 (301 I.G. 1082) and insert in lieu thereof the following:

PART B

RATES OF REMUNERATION

Interim Increase

Item	2 Axles (\$)	3 Axles (\$)	4 Axles (\$)	5 Axles (\$)	6 Axles (\$)	7 Axles (\$)
1. Loading Rate	14.371	22.377	27.176	32.335	34.820	37.833
1A. Extra capacity (per cubic metre)	2.477	2.488	2.488	2.488	2.488	2.488
2. Kilometre Rate (0-8)	3.614	5.629	6.837	8.135	8.759	9.517
2A. Extra Capacity (per cubic metre)	0.625	0.625	0.625	0.625	0.625	0.625
3. Kilometre Rate (over 8-25)	3.345	5.209	6.327	7.528	8.108	8.810
3A. Extra Capacity (per cubic metre)	0.577	0.577	0.577	0.577	0.577	0.577
4. Kilometre Rate (over 25)	3.100	4.825	5.863	5.703	7.507	8.810
4A. Extra Capacity (per cubic metre)	0.536	0.536	0.536	0.536	0.536	0.536
5. City Rate	8.601	13.393	16.265	25.295	28.273	31.149
5A. Extra Capacity (per cubic metre)	1.488	1.488	1.488	1.488	1.488	1.488
6. Hourly Rate	47.116	73.364	89.134	105.972	114.126	129.858
6A. Extra Capacity (per cubic metre)	8.150	8.150	8.150	8.150	8.150	79.691
7. Ramp Rate	3.841	5.981	7.263	11.297	12.627	13.908
7A. Extra Capacity (per cubic metre)	0.664	0.664	0.664	0.664	0.664	0.664
8. Large Material	13.996	21.795	26.471	41.171	46.014	50.690
8A. Extra Capacity (per cubic metre)	2.422	2.422	2.422	2.422	2.422	2.422

2. Delete Part C - Rise and Fall Formula and insert in lieu thereof the following:

PART C

Rise and Fall Formula

A. Benchmarks

Component		Benchmark	
Wages		Transport Industry (State) Award, as varied, Transport Worker Grade 4	
Fuel		B.P. Ltd Head Office Commercial wholesale Bulk, Price per Litre of Taxable Distillate	
Repair Parts		Index based upon the following specified basket of parts obtained from source listed at recommended retail prices, including Sales Tax.	
		Parts	Rear Suspension Bushes
			Brake Lines
			Brake Drums
			Clutch and Pressure Plate
Source	Vehicle Type	Item	Part
	Hino	Rear Suspension Brake Linings Brake Drums Clutch and Pressure Plate	Brakes
	Ford	Rear Suspension Brake Linings Brake Drums Clutch and Pressure Plate	
	Volvo	Rear Suspension Brake Linings Brake Drums Clutch and Pressure Plate	
	International	Rear Suspension Brake Linings Brake Drums Clutch and Pressure Plate	

NOTE: Price is the total retail price inclusive of GST and excluding all discounts.

Tyres: Goodyear Tyre Co. Head Office recommended retail price for A steer 11R22.5 tyre only.

Quotes: Quotes for vehicles and tyres should be from the same source and be the same model number and if not possible the closest equivalent model.

Depreciation: Index based on the average of the recommended retail price of two cheapest vehicles - as per specification details below.

The index is the total of the prices.

Rigid three axle bogie	
Manufacturer:	Hino, Ford, Volvo, or International
Differential:	40,000 pounds

Gearbox:	15 speed minimum.
Horsepower:	300 hp
Carrying capacity:	9 cubic metres minimum.
Insurance:	Miller & Associates quote of the average of the two vehicles selected for the index.
Registration and Third Party Insurance	Roads and Traffic Authority
Interest	Westpac, Prime Overdraft Rate
Sundries	Based on Increase of C.P.I.

B. Weightings of Cost Components

Cost Component	Percentage of Total Cost
Fuel	16.2
Repairs and Maintenance	12.5
Tyres	6.3
Insurance	5.3
Registration	2.5
Depreciation	14.4
Wages	31.7
Interest	7.8
Sundries	3.3
Total:	100.00

3. This variation shall take effect from the first pay period to commence on or after the 12th August 2005.

P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(203)

SERIAL C4039

TRANSPORT INDUSTRY - COURIER AND TAXI TRUCK CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3641 of 2005)

Before Commissioner Connor

8 September 2005

VARIATION

1. Delete clause 1 of Schedule VI - Fuel Levy, of the contract determination published 9 November 2001 (329 I.G. 248) and insert in lieu thereof:
 1. In addition to all other remuneration received by the contract carrier the principal contractor shall pay the contractor an additional amount as a fuel levy. The fuel levy amount shall be equal to 4% of the carrier's gross remuneration for each pay period observed by the principal contractor.
2. This variation shall take effect from the first pay period to commence on or after 8 September 2005.

P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(103)

SERIAL C4027

TAXI INDUSTRY (CONTRACT DRIVERS) CONTRACT DETERMINATION, 1984

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Taxi Industry Association.

(No. IRC 3361 of 2005)

The Honourable Justice Marks

25 August 2005

VARIATION

1. Delete Table 1 - Wages, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the contract determination published 2 August 1991 (264 I.G. 456), and insert in lieu thereof the following:

Table 1 - Wages

Shift	Maximum Pay-in Including GST	Km	Excess per Km
Day Shifts - all days	131.73	260	0.55 cents
Night shifts - Monday	142.93	300	0.55 cents
Night shifts - Tuesday	145.41	320	0.55 cents
Night shifts - Wednesday	156.80	320	0.55 cents
Night shifts - Thursday	176.90	350	0.55 cents
Night shifts - Friday	200.64	400	0.55 cents
Night shifts - Saturday	200.64	400	0.55 cents
Night shifts - Sunday	155.54	320	0.55 cents

Table 2 - Other Rates and Allowances (exclusive of GST)

Item No.	Clause No.	Brief Description	Amount \$
1	2(j)	Excess fee amount	0.55
2	19(b)(i)	Annual leave pay (bailee - 12 months)	649.05
	19(b)(ii)	Annual leave pay -(bailee- 3 to 12 months)	649.05 x 4/48 x no. of weeks
3	20	Sick Leave	130.27
	21	Bond	105.23
4	23(ii)	Incomplete shift	16.28

2. This variation shall take effect from the first pay period commencing 25 August 2005.

F. MARKS *J.*

Printed by the authority of the Industrial Registrar.

(385)

SERIAL C4322**CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2004) AWARD**

Erratum to Serial C3631 published 23 September 2005

(354 I.G. 1)

ERRATUM

1. For the table appearing under the heading Psychologists - Department of Corrective Services, PEO Determination, of Part B, Monetary Rates, substitute the following:

Psychologists - Department of Corrective Services, PEO Determination

Classification and Grades	1.7.03 Per annum \$	1.7.04 Per annum +4% \$	1.7.05 Per annum +4% \$	1.7.06 Per annum +4% \$
Psychologist in training/intern and registered psychologist				
Step 4 commencing salary	45,142	46,948	48,826	50,779
Step 5	47,978	49,897	51,893	53,969
Step 6	50,370	52,385	54,480	56,659
Step 7	52,252	54,342	56,516	58,777
Step 8	54,332	56,505	58,765	61,116
Step 9	57,057	59,339	61,713	64,182
Step 10 ¹ (Step 9 plus allowance as shown in square brackets)	[2,858] 59,915	[2,972] 62,311	[3,091] 64,804	[3,215] 67,397
Step 11 ¹ (Step 9 plus allowance as shown in square brackets)	[5,716] 62,773	[5,944] 65,283	[6,182] 67,895	[6,430] 70,612
Step 12 ¹ (Step 9 plus allowance as shown in square brackets)	[8,216] 65,273	[8,444] 67,783	[8,682] 70,395	[8,930] 73,112
Step 13 ¹ (Step 9 plus allowance as shown in square brackets)	[10,716] 67,773	[10,944] 70,283	[11,182] 72,895	[11,430] 75,612
Clinical Psychologist				
Step 1 commencing salary	54,332	56,505	58,765	61,116
Step 2	58,170	60,497	62,917	65,434
Step 3	61,158	63,604	66,148	68,794
Step 4	64,374	66,949	69,627	72,412
Step 5	67,689	70,397	73,213	76,142
Step 6** (Step 5 plus an allowance of \$3,000)	70,689	73,397	76,213	79,142
Senior Psychologist				
Step 1 commencing salary	70,302	73,114	76,039	79,081
Step 2 ** (Step 1 plus an allowance of \$2,500)	72,802	75,614	78,539	81,581
Step 3 ** (Step 1 plus an allowance of \$5,000)	75,302	78,114	81,039	84,081
Chief Psychologist				
Step 1 ± used for calculation purposes only	76,770	79,841	83,035	86,356
Step 2 ** (Step 1 plus an allowance of \$2,500)	79,270	82,341	85,535	88,856
Step 3 ** (Step 1 plus an allowance of \$5,000)	81,770	84,841	88,035	91,356

Head Psychologist				
Step 1 ± used for calculation purposes only	85,791	89,223	92,792	96,504
Step 2 ** (Step 1 plus an allowance of \$2,500)	88,291	91,723	95,292	99,004
Step 3 ** (Step 1 plus an allowance of \$5,000)	90,791	94,223	97,792	101,504

¹ Rates of pay Psychologist Step 10, 11, 12, 13 are calculated by reference to the rate for Step 9 plus the allowance specified. The allowance for Step 10 is increased in line with salary increases. After 12 months on Step 10 a further allowance (at the same rate as the Step 10 allowance) is paid and this becomes Step 11 [see Agreement 2405 of 1982 clause 3, Salaries (A) Non-Classified Positions (a)(ii).] The allowance for Step 12 is an additional \$2,500 paid on top of Step 11. The allowance for Step 13 is an additional \$2,500 on top of Step 12. The additional \$2,500 allowance for Step 12 and Step 13 is a flat rate attraction and retention allowance and does not increase in line with salary increases.

** Rates of pay for Clinical, Senior, Chief and Head Psychologists are based on payment of a base rate and an allowance for attraction and retention. The allowance is a flat rate as indicated above and does not increase in line with salary increases.

± Minimum commencing salary for Chief Psychologist and Head Psychologist is Step 2. Step 1 is used only as a basis for calculating Step 2.

M. G. GRIMSON, Industrial Registrar.

Printed by the authority of the Industrial Registrar.

**QUALITY BAKERS AUSTRALIA PTY LIMITED (NSW) ENTERPRISE
AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C3740 published 29 July 2005

(352 I.G. 971)

ERRATUM

1. Delete the title of the award "Quality Bakers Australia Pty Limited (NSW) Enterprise Award 2002" and substitute the following:

Quality Bakers Australia Pty Limited (NSW) Enterprise Award 2005

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

(1107)

SERIAL C3946

**HIGHER SCHOOL CERTIFICATE AND SCHOOL CERTIFICATE
MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY
AND CONDITIONS AWARD**

Erratum to Serial C3640 published 23 December 2005

(355 I.G. 539)

ERRATUM

1. Delete the figures appearing in the classifications Marker, LOTE Examiner, LOTE Casual under the heading, SUNDAY RATE \$ PER HOUR, On and from 1/1/2005, 3.5% of SCHEDULE 1, Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates of the award published 23 December 2005 (355 I.G. 539) and substitute the following:

Classification	SUNDAY RATE \$ PER HOUR On and from
Marker	80.27
LOTE Examiner	80.27
LOTE Casual	80.27

M. G. GRIMSON, Industrial Registrar.

Printed by the authority of the Industrial Registrar.

SERIAL C4321

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**

Erratum to Serial C4305 - EA05/366 published 6 January 2006

(355 I.G. 1184)

1. Delete the title of the agreement EA05/366 and substitute the following:

EA05/366 - NSW Users and AIDS Association, Inc. (NUAA) Enterprise Agreement 2005

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.