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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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(1779)

SERIAL C3537

JOHN HOLLAND/LABOR COUNCIL OF NEW SOUTH WALES UTS BUILDING 4 PROJECT AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 7396 of 2004)

Before The Honourable Justice Walton, Vice-President

21 January 2005

AWARD

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2. Objectives

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

- (m) Improved wages and conditions for all employees working on the project;
- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) Encourage all employers to have Enterprise Agreements with the relevant union or unions.
- (q) Compliance with the NSW Government Construction Industry Code of Practice.

3. Definitions

"Award" means the John Holland Pty. Ltd./Labor Council of New South Wales UTS Building 4 Project Award 2005 made between the Parties.

"Employer Name" means John Holland Pty Ltd of 235 Pyrmont Street, Pyrmont NSW 2009.

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

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

"Employer" means John Holland Pty Ltd and/or any subcontractor/s engaged to work on the Project.

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

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

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

"Monitoring Committee" means the committee established under clause 10 of this Award.

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

"Practical Completion" means the completion of the Project where the building is fit for occupancy and/or purpose.

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

"Project" means the construction works contracted to John Holland Pty Ltd at UTS Campus, Broadway NSW.

"Project Manager" means the Project Manager (Delivery) for the Project appointed by John Holland Pty Ltd from time to time.

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

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

4. Application

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

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

5. Duration

- 5.1 This Award shall operate on and from 22 November 2004 until Practical Completion.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that a contribution of \$100.00 per week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The minimum payment made for superannuation for apprentices/trainees working on the project shall be \$50.00 per week.
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties. The employers shall make a contribution of no less than \$40.00 per week for apprentices/trainees working on the project.

6.2 Top Up/24 Hour Income Protection Insurance

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

6.3 Project Allowance

- (a) Subject to subclause 6.3(b) the Employer will pay a project allowance for persons engaged on the project of \$2.00 for each hour worked on the Project.

(b) Transport Drivers

(i) Employees - Rates of Pay

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

(ii) Contract Carrier

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

(iii) GST

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

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

7.1 Induction

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

7.2 Environment, Health and Safety Plans

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

7.3 The Safety Committee

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

7.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- (b) If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.

- (b) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

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

7.6 Formwork Safety

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

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

8. Dispute Resolution

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

8.1 Employer Specific Disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, John Holland Pty. Ltd. and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and John Holland Pty. Ltd. NSW Operations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).

- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

8.2 Project Wide Disputes

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

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

8.3 Demarcation Disputes

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

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

8.4 Procedures to prevent Disputes Regarding Non- Compliance

- (a) John Holland Pty. Ltd. in association with the accredited site union delegate will check monthly payments of subcontractors companies engaged on site in relation to superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. John Holland Pty. Ltd. and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified John Holland Pty. Ltd. will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.

- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of the *Industrial Relations Act* 1996, Section 175(b) of the *Workers' Compensation Act* 1987 or Part 5B s1G-31J of the *Payroll Tax Act* 1971 the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration. A copy of these statements will be available on request to an accredited trade union officer or site delegate.
- (d) The union delegate or union official shall advise John Holland Pty. Ltd. if they believe the information which has been provided by any sub-contractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this award.

9. Monitoring Committee

- 9.1 The Parties may establish a committee to monitor the implementation of this Award.
- 9.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 9.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
 - (a) developing more flexible ways of working;
 - (b) enhancing occupational health and safety;
 - (c) productivity plans, and
 - (d) compliance with Award and other statutory requirements by employers.
- 9.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

10. Productivity Initiatives

10.1 Learning Initiatives

Each Employer shall be required to demonstrate to John Holland Pty. Ltd. implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement Weather

- (a) The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
 - (i) Adoption of a reasonable approach regarding what constitutes inclement weather;
 - (ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Parties, useful work is available in that area or site and that work is within the scope of the Employee's skill, competence and training consistent with the relevant classification structures (provided that the Employer shall provide transport to such unaffected area where necessary);

- (iii) Where the initiatives described in (b) above are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
- (iv) All Parties are committed to an early resumption of work following any cessation of work due to inclement weather;
- (v) The Parties agree the practice of "one out, all out" will not occur.

10.3 Rostered Days Off

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

10.4 Maximising Working Time

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

10.5 Hours of Work

- (a) Ordinary hours of work shall be 8 hours per shift between 6.00am and 6.00pm Monday to Friday. However, ordinary hours may commence from 5.00am by agreement between the Employer, Employee and relevant Union.

11. Immigration Compliance

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

12. Long Service Compliance

- 12.1 If applicable, and in accordance with the *NSW Building and Construction Industry Long Service Leave Act*, no Employee will be engaged on site unless he or she is a worker registered with the NSW Long

Service Payments Corporation. All Employers (if applicable) engaged on site will be registered as employers in accordance with the *NSW Building and Construction Industry Long Service Payments Act* and will strictly comply with their obligations.

13. No Extra Claims

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

14. No Precedent

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

15. Single Bargaining Unit

- 15.1 This Award was negotiated by the Labor Council of New South Wales on behalf of the Unions and by Employer Name in its own right and on behalf of the Employers.

16. Union Rights

The Parties to this award acknowledge the right of employees to be active union members and respect the right of the union to organize and recruit employees. The Parties to this award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

16.1 Visiting Union Officials

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

16.2 Workplace Delegates

Definition

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

(a) Rights of the Delegate

- (i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.
- (ii) The delegate shall have the right to approach or be approached by any employee of the employer to discuss industrial matters with that employee during normal working hours.
- (iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:

moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;

changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;

disrupting duly organised meetings.

- (iv) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:

at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;

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

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

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

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

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

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

at least 10 days paid time off work to attend relevant Union training courses/forums;

paid time off to attend meetings of delegates in the industry, as authorized by the relevant union.

- (vi) The employer of a delegate shall provide to the delegate the following:

a lockable cabinet for the keeping of records;

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

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

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

use of the telephone for legitimate union business;

from existing resources, and when required access to:-

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

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

a photocopier or facsimile machine.

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

16.3 Union Membership

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

To assist in this process the Employer shall:

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

17. Australian Content

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

18. Protective Clothing

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

- (a) Safety Footwear

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

- (b) Clothing

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

(c) Jackets

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

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

19. Workers Compensation and Insurance Cover

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

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

20. Apprentices

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

21. Training and Workplace Reform

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

22. Project Death Cover

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

23. Anti-Discrimination

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

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

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

24. Personal/Carers Leave

24.1 Use of Sick Leave

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

24.2 Unpaid Leave for Family Purpose

- (a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 25.1 (c)(ii) above who is ill.

24.3 Annual Leave

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

24.4 Time-off in Lieu of Payment for Overtime

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

24.5 Make-up Time

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

24.6 Rostered days off

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

an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Unions to participate in negotiations.

25. Project Close-Down Calendar

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

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

SITE CALENDAR 2004

Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	RDO (if applicable)

SITE CALENDAR 2005

Saturday	January 1	New Year's Day
Sunday	January 2	
Monday	January 3	New Year's Day Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO

Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

26. Leave Reserved

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

"Notwithstanding subclause 8.4(a) if an employer is identified as paying his or her employees "all-in payments" then such payments shall be deemed to be the employees ordinary rate of pay for all purposes of this Project Award and other industrial instruments which apply to such employees for the duration of the project. In such circumstances, all employees of the employer working on the project shall obtain the benefit of the higher rate of pay plus the conditions of this Project Award."

ANNEXURE A

(PARTIES)

Part 1

EMPLOYERS:

John Holland Pty Ltd

and any subcontractors engaged to work on the project.

Part 2

UNIONS:

The Labor Council of New South Wales (The Labor Council)

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

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

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

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

ANNEXURE B

1.1 Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

**EMPLOYER/LABOUR
DETAILS**

SUPPLIER

As specified in passport or other identity document)

Business Name:

Family Name:

Business Street Address:

Given Name(s):

Type of Business:

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

Name of Contact Person:

Date of Birth:

Telephone:

Nationality:

Passport Number:

Fax:

Visa Number:

Visa Expiry Date:

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

I authorise the Department of Immigration and is, Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that my entitlement to work legally in Australia) to the named employer / labour supplier and a representative of a principal contractor and authorised trade union officer on request.

THE COMPLETED FORM SHOULD BE

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

FAXED TO 1800 505 550

Employee Signature:

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

Date:

ANNEXURE C**UTS BUILDING 4 PROJECT TARGET PROGRAMME DATES**

All parties to this agreement agree that the project agreement must deliver demonstrable benefits to the Principal. The project agreement innovations will deliver significant time savings to the project. The target milestone programme has been developed realising these benefits. These milestone targets are listed below:

Milestone No.	Works Description	Target Programme Milestone	Adjusted Contract Dates
1	Stage C1	10 May 2005	
2	Stage B1	9 June 2005	
3	Stage B2	6 August 2005	
4	Stage C2	30 August 2005	
5	Stage D1	8 December 2005	
6	Stage D2	17 December 2005	
7	Stage E	14 December 2005	

Stage Descriptions

- B1: Harris Street building refurbishment and new infill building Levels 2 to 4,
 B2: Harris Street building refurbishment and new infill building Levels 5 and 6,
 C1: Thomas Street building refurbishment Level 2 to 6 (excluding parts Level 5 and 6),
 C2: Thomas Street building refurbishment parts Level 5 and 6,
 D1: Central space refurbishment Levels 1 to 4,
 D2: Central space refurbishment Levels 5 and 6,
 E: Thomas Street building refurbishment Level 7, Façade works, and external works.

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

Printed by the authority of the Industrial Registrar.

RIVERINA WATER COUNTY COUNCIL ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 6253 of 2004)

Before Mr Deputy President Grayson

9 November 2004

AWARD**PART A**

Clause No.	Subject Matter
1.	Coverage and Parties
2.	Date and Period of Operation
3.	Objectives
4.	Future Negotiations
5.	Enterprise Agreements
6.	Workplace Arrangements And Consultative Process
7.	Workplace Change And Redundancy
8.	Grievance and Disputes Resolution Procedure
9.	Terms of Employment
10.	Disciplinary and Counselling Procedure
11.	Part Time Employment
12.	Temporary Employees
13.	Casual Employees
14.	Job Share Employment
15.	Appointments and Grading
16.	Alternative Duties and Functions
17.	Hours of Work
18.	Shift Work
19.	Payment
20.	Salary Sacrifice
21.	Overtime
22.	On Call
23.	Call Back
24.	Meal Time and Allowances
25.	Sick and Carer's Leave
26.	Annual Leave
27.	Long Service Leave
28.	Paid Maternity Leave
29.	Union Picnic Day
30.	Award Holidays
31.	Jury Service
32.	Bereavement Leave
33.	Trade Union Leave
34.	Leave Without Pay
35.	Travelling Allowance
36.	Drivers Licences
37.	Private Motor Vehicle - Allowances
38.	Training
39.	Supply of Residence By Employer

40. Living Away Allowance
41. Wet Weather
42. Health and Safety
43. Tool Allowance
44. Telephone
45. Expenses
46. No Extra Claims
47. Leave Reserved
48. Out Sourcing
49. Classifications and Rates of Pay
50. Anti Discrimination

APPENDICES

A - Allowances

B - Rates of Pay

1. Coverage and Parties

This award shall apply to Riverina Water County Council, (herein after referred to as Riverina Water) at 91 Hammond Avenue, Wagga Wagga, New South Wales, and its employees excepting the General Manager and Senior Executive Staff.

This award governs employment, wages, and conditions of the employees to whom this award applies and takes precedence and overrides the provisions of the County Councils (Electricity Undertakings) Classifications and Rates of Pay Award; the County Councils (Electricity Undertakings) Conditions of Employment Award; the Local Government (State) Award 1995; the Local Government (Electricians) State Award; the Southern Riverina Electricity and Water Enterprise Agreement or any other award or agreement that previously applied to employees of Riverina Water.

The parties to this award are Riverina Water, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; the Electrical Trades Union of Australia, New South Wales Branch; and the Association of Professional Engineers, Scientists and Managers, Australia.

2. Date and Period of Operation

This award rescinds and replaces the Riverina Water County Council Enterprise Award 2001 published on 12 April 2002 (332 I.G. 817) and all variations thereof. This award shall commence on and from 1st July, 2004 and shall remain in force to 30th June 2007 unless varied or terminated as provided for by the *Industrial Relations Act 1996*.

3. Objectives

- (i) The agreed objectives of this award are:
 - (a) To continue Co-operation with Riverina Water to achieve its management plan objectives and strategies and improve productivity by taking action to reduce water wastage and ensuring pump power usage efficiency and early detection and repair methods; ensuring customer relations strategies and level of service strategies are met by delivering high quality attention and action in service to customers; taking action to reduce operating and maintenance costs; being responsible in environmental matters.
 - (b) To continue Development of the highest quality training, career opportunities and occupational health and safety programs and policies.
 - (c) To continue Delivery of quality customer service and continuous improvement programs.

Recognition of the contributions of all employees to improvements in productivity, efficiency, and their participation in the achievement of these objectives.
Provision of terms and conditions of employment in conjunction with operational policies and procedures.

4. Future Negotiations

At least three months before the nominal expiry of this award the parties are to commence negotiations for a replacement enterprise award.

5. Enterprise Agreements

The parties to this award recognise that enterprise agreements and/or Council agreements may be entered into for alternative provisions to those in this award.

6. Workplace Arrangements and Consultative Process

- (i) Consultative committees will be established by mutual agreement. A consultative committee shall comprise representatives of Riverina Water and employees.
- (ii) The role of a consultative committee shall be to discuss and develop methods of achieving the objectives of this award, addressing difficulties or impediments to the achievement of those objectives, and developing alternative arrangements to those under this award or for inclusion in enterprise agreements.
- (iii) The form, structure and procedures of consultative committees meetings shall be determined by agreement between Riverina Water and the employees.
- (iv) The members of a consultative committee reserve the right to seek advice on matters under discussion by the consultative committee.
- (v) Consultative committees shall not be utilised in respect of matters which are being or should be processed pursuant to the Grievances and Disputes Settlement procedures.
- (vi) Senior management and the unions may attend and participate in consultative committee meetings.

7. Workplace Change and Redundancy

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

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

(ii) Council's duty to Discuss Change

- (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (I)(a) and
- (b) Of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
- (c) The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in sub-clause (I)(a) and (b) of this clause.
- (d) For the purposes of the discussion, the council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

(iii) Discussion Before Termination

- (a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i) (a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.
- (b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.
- (c) For the purposes of the discussion, the council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

(vi) Notice to Centrelink

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

(v) Notice of Termination

- (a) Four weeks notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years service, where 5 weeks notice shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
 - 1. Three (3) months notice of termination or
 - 2. Payment in lieu of the notice in paragraph (I) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

3. Notice of payment of notice under this paragraph shall be deemed to be service with the Council for the purposes of calculating leave entitlements under this award.

(vi) Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to the following:

If the employee is less than 45 years of age	
Completed years of service with council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and beyond	16 weeks pay and 2 weeks pay for each additional years service up to a maximum of 10 weeks pay

Employees aged less than 45 years shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

If the employee is 45 years of age and over	
Completed years of service with council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and beyond	20 weeks pay and 2 weeks pay for each additional years service up to a maximum of 6 weeks pay

Employees aged 45 years and over shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

- (v) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they have remained in the council's employment until the expiry of the notice period.
- (vi) During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the Council the employee shall provide proof of attendance at an interview.
- (vii) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the

employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.

- (viii) The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (x) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xi) Nothing in this award shall be construed so as to require the reduction or alternation of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- (xii) Subject to an application by the council and further order of the Industrial Relations Commission on New South Wales, a council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) above if the council obtains acceptable alternative employment for an employee.
- (xiii) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

8. Grievance and Disputes Resolution Procedure

- (i) In the event of any grievance or dispute arising in relation to this enterprise award or to the performance of any work, or in respect of any matter which could affect the continuity of work, the work shall continue in the usual manner without bans or limitations on the performance of work while the steps below are followed.

Step 1: The grievance or dispute should firstly be discussed between the employee or employees concerned and the relevant immediate area or unit supervisor.

Step 2: If the matter is still not settled, the nature of the grievance or dispute and the remedy sought should be put in writing and submitted to the relevant immediate area or unit supervisor who shall arrange a conference with senior management and if appropriate the local union delegate.

Steps one and two should be completed within five days.

Step 3: If the matter is still not settled, a conference shall be held between an Official of the union and Riverina Water's appointed representative.

Step three should be arranged within five days

Step 4: If the Matter is still not resolved, Riverina Water and the union may refer the matter to an agreed mediator for a mediation conference which shall be attended by the employee and a union representative and a person with appropriate authority from Riverina Water. The costs of the mediation shall be born by Riverina Water.

The mediation conference is to not be held in a legalistic manner and shall be approached by all to bring about an agreed solution. The mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.

If a settlement is reached, the terms of settlement shall be written down and signed by both parties and the mediator before the mediation conference is terminated and it shall be binding on the parties and enforceable.

Either party may terminate the mediation conference, in writing, at any time.

Step 5: If the matter is still not settled either party may apply to the Industrial Relations Commission to enable the matter to be settled by conciliation/arbitration.

- (ii) The union and Riverina Water may agree in stating a case for the opinion of the Commission on any question arising under this award.
- (iii) The parties will use this procedure to resolve grievances and disputes.
- (iv) During the grievance and dispute resolution procedure, the work situation that existed prior to the grievance or dispute shall be maintained without prejudice to any party.
- (v) This procedure shall not prevent Riverina Water or the union from making direct representations to one another on any matter giving rise to or likely to give rise to a dispute or grievance.

9. Terms of Employment

(i) Probationary Periods

Riverina Water, when offering employment may include a probationary period of employment of up to three months (with scope for extension of the probationary period up to a further three months) in the letter of offer of employment. Where the period of probation is extended, the employee shall be given the reasons in writing.

(ii) Termination of Employment

(a) Notice Of Termination

Riverina Water shall give to an employee and an employee shall give to Riverina Water notice of termination of employment of not less than four weeks. The period of notice may be reduced by mutual agreement.

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

The period of notice shall not apply to dismissal for conduct justifying instant dismissal, casual employees, or temporary employees at the end of their period of temporary employment.

(b) Statement of Employment

Riverina Water shall, on request from an employee ceasing employment, give the employee a written statement specifying the period of employment, the employee's classification and the type of work performed by the employee.

(iii) Time off Work During the Period of Notice

An employee working during notice of termination shall be allowed at least one day off with pay to look for work. Time off shall be convenient to the employee after consultation with Riverina Water. Further time off may be granted at Riverina Water's discretion.

10. Disciplinary and Counselling Procedure

An employee, whose work performance or conduct is unsatisfactory or does not meet Riverina Water's code of conduct or written operational standards of Riverina Water, shall be informed of the nature of the unsatisfactory performance or conduct and the required standard to be achieved. The employee shall be given an opportunity to explain and shall agree to meet the required standard.

A written record detailing the agreed standard to be met and nature of the unsatisfactory performance or conduct shall be signed by the employee and supervisor. The employee shall be permitted to notate the written record and shall be given a copy.

If the agreed standard is not met, the employee will be counselled and given a written warning that continued failure to meet the standard, over a defined time frame, will result in disciplinary action.

Further failure to meet the standard will result in a final written warning detailing the disciplinary action to be taken in the event of a further failure to meet the standard.

Employee's Rights

Notwithstanding the procedures above, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

Riverina Water shall have the right to take other disciplinary action at any time in cases of serious misconduct.

11. Part Time Employment

- (i) A part time employee is an employee who works less than the number of ordinary hours worked by full time employees
- (ii) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.
- (iii) A part time employee shall be entitled to award conditions. Annual leave, long service leave and all other authorised leave shall be on a proportional basis as the employee's average hours of work relate to those worked by full time employees.

A part time employee shall receive overtime rates for any time worked in excess of the daily and weekly ordinary hours specified for a full time employee.

12. Temporary Employees

- (i) A temporary employee is an employee employed temporarily for a period not exceeding twelve months, and includes a temporary part-time employee. A casual employee shall not be employed as a temporary employee.

- (ii) A full time or part time temporary employee shall be paid the rate of pay as is applicable for the classification to which they have been appointed. Temporary employees shall not be used to replace a full time position.

13. Casual Employees

- (i) A casual employee is an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour. Full time, part time and temporary employees are not casual employees.
- (ii) A casual employee shall be paid the equivalent of the hourly rate of pay for the appropriate classification plus a loading of 25 per cent with a minimum payment of three hours pay for each start. The 25% casual loading is not included in the calculation of overtime.

The casual loading prescribed is in lieu of the entitlements arising under this award, of annual leave, sick leave and payment for award holidays.

14. Job Share Employment

Where two or more employees mutually agree to share the hours and duties of a position on a job share basis and Riverina Water agrees, each employee shall be employed on a part time basis.

Riverina Water may advertise a vacant position on a job share basis.

Where a job share employee leaves Riverina Water, the position may revert to a full time position if the remaining part time job share employee agrees.

15. Appointments and Grading

- (i) Appointment and, promotion shall be subject to:
 - (a) the employee's satisfactory performance of duties and functions and
 - (b) the employee undertaking, employer endorsed training relative to the employee's duties and functions whenever required.
- (ii) Riverina Water shall maintain a job evaluation system to determine the award classification rate of pay for each position. The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered.
- (iii) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Riverina Water having regard for the duties, functions, responsibilities, skill requirements and work value principles.
- (iv) An employee who agrees to work in another position which is equal or lower paid may be reclassified or regraded to that position. However, the employee's ordinary rate of pay shall not be reduced for at least four weeks after the commencement of lower paid work.
- (v) Appointment to positions shall be on the basis of appointing the most meritorious applicant having regard for the duties and functions of the position and the abilities, qualifications and experience of the applicants.

16. Alternative Duties and Functions

- (i) Where Riverina Water requires, an employee shall perform work, duties and functions of or incidental to any classification for which the employee is competent.

(ii) Equal and Lower Paid Work

An employee required to perform work of equal or lower payment shall not be paid less than the employee's usual ordinary rate of pay.

(iii) Higher Paid Work

Where an employee is required to perform work of a higher graded position for at least one working day, they shall be paid the appropriate rate of pay for that position determined by considering the skills, experience and competency applied in accordance with the salary system. This higher rate is not applicable when replacing an employee on a rostered day off, nor when the duties of relieving have been included in the position evaluation of the relieving employee.

An employee shall not act in a higher position for more than three months except in case of relieving an employee on leave.

(iv) Higher Pay - Award Holidays

Where an award holiday or group of award holidays occurs during a period when an employee is entitled to payment for higher paid work, the higher payment shall also apply to the holiday or group of holidays.

(v) Higher Pay - Periods of Leave

An employee shall not be paid higher pay for periods of leave unless the employee has acted in the position for at least three months.

(vi) Higher Paid Work - Periods of Training

The provisions of this clause shall not apply to employees who perform the whole or part of higher paid work for the purpose of training and the training is in concert with at least one other employee and does not exceed three months in the aggregate.

(vii) Where a position has become vacant and is occupied on a temporary basis for more than three months, it shall be advertised.

17. Hours of Work

(i) Spread of Hours

Riverina Water and its employees agree that there are three fundamental objectives to consider in determining how an employee's working hours are to be structured under this award:

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

The ordinary hours for employees shall be worked between 6.00 am and 6.00 pm Monday and Friday inclusive and shall not exceed twelve hours in any one day, exclusive of unpaid meal breaks. The spread of ordinary hours may be altered by mutual agreement between Riverina Water and employees.

(ii) Starting and Finishing Times

- (a) The starting and finishing times within the spread of hours provided by this clause, shall be as determined by Riverina Water in consultation with the employees concerned.

(iii) Ordinary Hours of Work

- (a) The ordinary hours of work for employees engaged in positions with functions of Administration, Professional Engineering, Engineering Assistant, Drafting or Finance, shall be thirty five per week arranged on a weekly basis or the basis of seventy per fortnight, to be worked on nine weekdays, in any two week cycle, or where Riverina Water and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty on nineteen weekdays in any four week cycle.

An employee who requests to work a thirty five hour, five day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (b) The ordinary hours of work for all other employees not covered in (a) above shall be thirty eight per week arranged on a weekly basis or the basis of seventy six per fortnight, to be worked on nine weekdays, in any two week cycle, or where Riverina Water and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and fifty two on nineteen weekdays in any four week cycle.

An employee who requests to work a thirty eight hour, five day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (c) Notwithstanding paragraph (b) above, the ordinary hours of work of rural operators/supervisors shall be worked on a five day week basis.
- (d) In cases where an employee's rostered day off falls on a award holiday, the employee may take the next scheduled working day as a rostered day off or the employee with the consent of Riverina Water may defer the taking of the day to some other mutually agreed day.
- (e) Employees at either Riverina Water's request or on their own request and with the approval of Riverina Water, may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee shall not accumulate more than five rostered days off at any one time.

(iv) Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty five or thirty eight as appropriate for the employee concerned.

(v) Alternative Arrangements

Alternative arrangements to those in this clause may be entered into by mutual agreement between an employee or group of employees and Riverina Water.

18. Shift Work

- (i) Water treatment plant operators whilst engaged in shift work may be required to work a fourteen day shift roster of seventy six (76) hours worked on ten 7.6 hour days in the roster.
- (ii) Each fortnight shifts shall include at least four (4) days rostered off.
- (iii) Shifts shall be arranged according to the need to operate the water supply system to meet seasonal supply and demand.
- (iv) An employee may be required to work shift one (1) fortnight and normal day work hours another. Notice of this arrangement shall be given to the employee at least seven days prior to commencing shift work or one day prior to the ending of the shift work and the commencement of normal day work.

- (v) Work within the basic 76 hours in each fortnight shall be paid at ordinary rates, with the following additional payments:
 - (a) additional half time payment for work on Saturdays and award holidays.
 - (b) additional full time payment for work on Sundays.
- (vi) Where an award holiday is worked or coincides with a shift day off, the holiday shall be either:
 - (a) taken on another day within a fortnight or it occurring, or
 - (b) be added to annual leave, or
 - (c) be paid as an additional day at ordinary time.

19. Payment

- (i) Pay Cycle: Employees shall be paid fortnightly or in any other cycle by mutual agreement.
- (ii) Direct Crediting of Pay: Payment shall be by direct crediting of an employee's nominated bank, building society or credit union account. Employees' pay shall be credited in nominated accounts no later than the close of business on every second Thursday occurring in the fortnightly pay cycle.
- (iii) In House Benefit: An employee may elect to receive an in house benefit in the form of a reduction in water accounts up to the annual maximum amount of fringe benefit free in house benefit specified under the Fringe Benefit Taxation provisions in lieu of receiving the equivalent amount in wages under this award.
- (iv) Deductions: Riverina Water shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for purposes approved by Riverina Water including deduction of union fees.

20. Salary Sacrifice

- (i) Council and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the award to the value of the benefits as identified in subclause ii) of this clause. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed are:
 - motor vehicles, supplied by council under a leaseback arrangement
 - child care
 - additional superannuation.
- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where council supplies vehicles under a leaseback arrangement, is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- (iv) The benefits to be salary sacrificed and their value shall be in writing and signed by both council and the employee.
- (v) Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and the council shall not unreasonably refuse the request.

- (vi) An amount equal to the difference between the employee's ordinary pay as prescribed by the award and the value of the benefits received by the employee shall be paid by the council to the employee.
- (vii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (viii) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. The council has the right to vary and/or withdraw from offering salary sacrifice to employee's with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (ix) The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.
- (x) Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

21. Overtime

(i) Requirement to Work Reasonable Overtime

It shall be a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Riverina Water.

(ii) Payment for Working Overtime

An employee directed to perform work in excess of the usual ordinary working hours or outside the usual working hours, shall be paid as follows:-

- (a) For overtime worked, Monday to midday Saturday, at the ordinary time rate of pay plus one half the ordinary time rate of pay for the first two hours and at double ordinary time rate of pay thereafter.
- (b) For overtime worked after midday on a Saturday, at double ordinary time rate of pay.
- (c) For overtime worked on a Sunday, at double ordinary time rate of pay until the employee is released from work.
- (d) Where, on any day, an employee works overtime immediately prior to the usual commencing time and immediately after the usual ceasing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.

(iii) Payment for Work on a Holiday

An employee who works on award holiday shall be paid as follows:-

- (a) For any time worked between the usual commencing and usual ceasing time, at double ordinary time rate of pay in addition to the employee's ordinary pay for the day.
- (b) For any time worked before or after the usual ordinary hours of work, at double ordinary time rate of pay plus one half the ordinary time rate of pay until the employee is released from work.

(iv) Time off In Lieu Of Payment

- (a) An employee may elect, with the consent of Riverina Water, to take time off, in ordinary time, in lieu of payment for overtime at a time or times mutually agreed. Time off in lieu shall be on the

basis of one hour off for each hour of overtime worked and shall be taken at a mutually agreed time.

- (b) Riverina Water shall, if requested by an employee, provide payment, at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within four weeks of accrual.

(v) **Standing By**

An employee directed to stand-by to work overtime shall be paid at ordinary time rate of pay from the time of commencement of the stand-by until released from the stand-by or until he commences working overtime.

(vi) **Transport of Employees**

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Riverina Water shall provide the employee with transport to the employee's home or pay the employee at the ordinary time rate of payment for reasonable time to travel home.

(vii) **Rest Period After Overtime**

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the usual ceasing time on one day and the usual commencing time next day and who has not had at least ten consecutive hours off duty between those times, shall be released at the end of the overtime until the employee has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during the absence.
- (c) If Riverina Water requires an employee to resume or continue to work without having had ten consecutive hours off duty the employee shall be paid at double ordinary time rate until released from duty for the period and then shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (d) The above rest period provisions shall not apply where an employee has worked overtime for a period less than four hours.
- (e) Where an employee is entitled to a rest period and the rest period coincides with an award holiday, the employee shall be entitled to defer starting work by time equivalent on the next ordinary day.

22. On Call

- (i) An employee is on call if Riverina Water requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work.

On call and stand by work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

- (ii) An on call employee must be able to be contacted and respond to a call out within a reasonable time.
- (iii) An employee on call shall be paid an on call allowance at the rate set in Table 1 of this award for each day on call Monday to Friday and an on call allowance at the rate set in Table 1 of this award for on call on weekends. The total amount of on call allowance in any one week shall not exceed the amount set in Table 1 of this award.

- (iv) On call work performed outside the usual hours of work shall be paid at the appropriate overtime rate for the hours worked and from the time the employee responds to the call out.
- (v) For each award holiday which an employee is on call, the employee shall be granted one half day to be taken at a mutually agreed time.

23. Call Back

- (i) An employee shall be on call back if recalled to work overtime without having received notice before ceasing work.
- (ii) An employee working on call back shall be paid a minimum of four hours work at the appropriate overtime rate for each call back which is less than four hours. Any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payments. The minimum of four hours does not apply where the call back is continuous with an employee's usual hours of work. The overtime rate for call backs commences from the time the employee leaves to attend the call back.

24. Meal Time and Allowances

(i) Meal Breaks

- (a) An employee shall not, at any time, be compelled to work for more than five hours without a break for a meal.
- (b) Employees shall be allowed meal breaks without pay as well as a paid morning break of 10 minutes on each ordinary working day.

(ii) Meal Times - Shift Workers

Shift workers shall be allowed in each ordinary working shift, a meal crib time of twenty minutes, which shall be treated as part of the shift and paid for accordingly.

(iii) Meal Times

The times fixed for the taking of meal breaks during ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Riverina Water's business.

(iv) Working in Usual Break

- (a) An employee's usual time for the taking of a meal break may, by mutual agreement between Riverina Water and the employee, be varied temporarily or shortened in special circumstances rather than on a regular basis.

(v) Overtime Meal Breaks

- (a) An employee required to work overtime for two hours or more prior to the usual starting time or after the usual finishing time, shall be paid a meal allowance at the rate set in Table 1 of Part B of this award. The allowance shall also be paid after each further four hours of overtime worked and after each four hours worked on the employee's non working days.
- (b) A paid overtime meal break shall be allowed after the first two hours of overtime and after each subsequent four hours of overtime. Paid overtime meal breaks shall not exceed twenty minutes and are time worked for the purpose of calculating overtime.

(vi) Shift Work Overtime

Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

(vii) On-Call Included

Meal breaks and meal allowances shall apply to employees engaged in on-call emergency and/or breakdown work.

25. Sick and Carer's Leave

(i) Sick Leave Entitlement

An employee who is unable to attend work on account of personal illness or accident, not being due to serious misconduct or on account of injury by accident arising out of and in the course of employment, shall be entitled to sick without deduction of pay during each year of service subject to the following conditions and limitations:

- (a) Each employee's sick leave entitlement shall be as follows: During the first year of service, fifteen days. In each of the second, third, fourth and fifth years of service fifteen days and in each subsequent year of service, eighteen days.
- (b) The employee shall be required to produce evidence satisfactory to Riverina Water that such absence was due to personal illness or accident, not being injury arising out of and in the course of the employee's employment nor arising from other employment, sufficient to prevent the performance of normal duties. Proof of illness or injury by accident and inability to attend for work may be required after two days absence or after three separate periods in each year of service.
- (c) An employee shall as soon as practicable notify Riverina Water, of the employee's inability to attend on account of illness or injury and advise Riverina Water of the estimated duration of absence.
- (d) An employee with at least ten years service with Riverina Water may at the discretion of the employer be granted additional sick leave where an illness or injury results in the employee exhausting their accumulated sick leave.
- (e) An employee who, at the commencement of this award, had accumulated sick leave transferred from another employer shall retain that entitlement for use when sick or injured.

(ii) Avoidance of Duplicate Benefits

An employee, who has been granted paid sick leave and who in respect of the period of leave receives compensation under any Act or law shall reimburse Riverina Water from that compensation, amounts paid for the leave.

(iii) Accumulation of Leave

Untaken sick leave shall accumulate from year to year and be available in subsequent years of employment.

- (iv) Employees who are ill for a minimum of 5 consecutive working days whilst on Annual Leave or Long Service Leave may apply to the General Manager to have the leave re-credited. The employee must provide a doctors certificate and be able to demonstrate that as a consequence of the illness or injury their leave was disrupted.

(v) Accumulated Sick Leave - Termination of Employment

Employees who had credits of untaken sick leave under previous awards or agreements at 15 February, 1993, shall on termination of employment, if those credits still stand, be paid their current ordinary time rate of pay for those credits in accordance with the provision which existed under the previous award or agreement

(vi) Personal Carer's Leave

- (a) An employee, with responsibilities in relation to members of their immediate family or members of their household who need their care and support, shall be entitled to access their accumulated sick leave for personal carer's leave to provide care and support to those persons when they are ill and no other carer is available or until alternative arrangements are able to be made.
- (b) An employee who accesses personal carer's leave shall, where Riverina Water requires, provide a medical certificate or statutory declaration as evidence of illness of the person who required care. The employee shall also, where practicable, give Riverina Water prior notice of the taking of personal carer's leave. Where prior notice has not been given, the employee shall notify Riverina Water by phone at the first opportunity on the day of the absence.
- (c) In normal circumstances, an employee shall not take personal carer's leave where another person is providing the immediate family or household member with care.
- (d) Personal carer's leave may be taken for part of a single day.
- (e) An employee may elect, with the consent of Riverina Water, to take unpaid leave for the purpose of providing care to a family or household member who is ill.
- (f) Immediate family includes:

The employee's spouse (including former spouse, a de facto spouse, a former de facto spouse, or same sex partner), a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

26. Annual Leave

- (i) Annual leave of absence consisting of four weeks at the ordinary rate of pay, exclusive of award holidays observed on working days shall be granted to an employee after each twelve months service.
- (ii) Annual leave shall be taken on its due date or as soon as mutually convenient to the employee and Riverina Water. Riverina Water may give an employee at least four weeks notice to take leave where the employee has accumulated in excess of eight weeks leave.
- (iii) An employee before proceeding on annual leave shall be paid the employee's usual rate of pay for the period of leave calculated as if the employee had been at work for the period of leave.
- (iv) On termination of employment, an employee shall be paid all accumulated annual leave and proportionate annual leave for the incomplete year of employment. Proportionate annual leave shall be equal to one twelfth of the employee's ordinary weekly rate of pay at the date of termination multiplied by each completed week of employment in the incomplete year.
- (v) An employee whose ordinary rate of pay varies from time to time shall have their ordinary rate of pay calculated as the average of their rate over the preceding twelve months prior to taking annual leave.

27. Long Service Leave

(i) Amount of Leave

Riverina Water shall credit each employee, long service leave on full pay after each period of continuous service on the following basis:

On completion of ten years service	13 weeks
After completion of each of the eleventh to fifteenth years	1.7 weeks per year
After completion of each of the sixteenth to twentieth years	2.7 weeks per year
After completion of each subsequent year	2.6 weeks per year

(ii) Accrual of Leave

Long service leave shall accrue on a basis proportionate to the scale of leave set out above.

(iii) Taking of Leave

Long service leave shall be taken at a time mutually convenient to Riverina water and the employee in minimum periods of one week.

(iv) Award Holidays

Long service leave shall be exclusive of award holidays occurring during leave.

(v) Continuous Service

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- (a) All approved paid leave
- (b) Previous employment with Great Southern Energy, Southern Riverina County Council or Riverina Water.
- (c) Employment as a part-time or casual employee.
- (d) Service with any Local Government Council in New South Wales shall be service for the purpose long service leave accrual under this award provided that the former employer pays to Riverina Water the monetary value of the long service leave which the employee has accrued at the time of transfer.
- (e) Service in the armed forces, enlisted or conscripted, shall be service for the purpose of long service leave accrual provided that the employee was an employee of Riverina Water, its predecessor or a Local Government Council in New South Wales at the time of commencing the service.
- (f) Periods which shall not be included in the calculation of continuous service are absence on parental leave and leave with out pay.

(vi) Discharged Entitlements

Long service leave entitlements shall be reduced by periods of long service leave taken.

(vii) Payment for Leave

(a) Allowances

An employee who regularly receives payment of on-call and standing by allowances, tool allowances, shift allowances or any all purpose allowance. will receive payment of those allowances during periods of long service leave on the same basis of payment or average payment to the employee in the four week period prior to the date of commencement of the leave:

(b) Full Pay

During a period of long service leave, an employee shall be paid, in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the period had the employee not been on leave.

(c) Payment Before Leave

An employee shall be entitled to receive payment for the full period of long service leave prior to the date upon which leave commences.

(viii) Termination of Employment

(a) Ten Years

Where an employee has completed at least ten years continuous service and the employee's employment is terminated for any reason, or the employee dies, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

(b) Short Service

Where an employee has completed at least five years continuous service and the employee's employment is terminated for any reason, other than serious misconduct, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

(c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

(ix) No Payment in Lieu

An employee shall not be paid in lieu of long service leave except on termination of employment.

28. Paid Maternity Leave

(i)

(a) This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.

(b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.

(c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave

provided that a medical practitioner certifies such leave to be necessary before her return to work.

(ii)

(a) An employee shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.

(b) The employee may choose to commence paid maternity leave before the expected date of the birth.

(iii)

(a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.

(b) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.

(c) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.

(iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.

(v) Paid maternity leave and special maternity leave shall be exclusive of public holidays.

(vi) Notice of intention to take paid maternity leave.

The employee must:

provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice;

advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.

Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

(vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the General Manager.

(viii) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

29. Union Picnic Day

(i)

- (a) Union Picnic Day shall for the purposes of this award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the council and the union(s).
 - (b) The union(s) shall advise the Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (ii) Where an employee, who is not a financial member of the union(s), is required to work on Union Picnic Day, the employee shall be entitled to be paid ordinary pay for the normal working day.
 - (iii) Employees who are not financial members of the union(s) and who are not required by Council to work on Union Picnic Day may apply to the Council to take annual leave, time off-lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by the council to make up time.

30. Award Holidays

- (i) Holidays: All full-time, part-time and temporary employees shall be entitled to the following days as award holidays without loss of pay:
 - (a) Any day proclaimed as a State wide public holiday or any locally proclaimed holiday within the boundaries of Riverina Water.
 - (b) The employees' union picnic day, to be held on a day as is mutually agreed between Riverina Water and the employees. Provided that a reasonable level of customer service is to be provided on the day.
- (ii) Award Holiday during Leave of Absence

Where an employee is granted leave without pay by Riverina Water which exceeds five consecutive working days or shifts the employee shall not be entitled to payment for any award holiday which occurs during that period.

31. Jury Service

An employee shall notify Riverina Water as soon as possible of the date upon which they are required to attend for jury service. Employees shall be granted jury service leave with out loss of pay.

- (i) An employee shall be paid by Riverina Water the difference between the jury service fee received and the employee's ordinary time rate of pay for the jury service during the employee's usual ordinary working hours.
- (ii) An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

32. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 29 (iii)
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal / Carer's Leave in 24 (v) (f), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under any clause of this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

33. Trade Union Leave

An employee who has been sponsored by a union to attend a course of training shall be entitled to paid leave of absence to attend the course. A pool of ten days is available each calendar year from which employees may draw upon. However, Riverina Water may grant additional days at its discretion. One accredited union delegate to the union's annual conference shall be entitled to paid leave for the duration of the conference.

34. Leave Without Pay

Where leave without pay is granted, the period of leave shall not be service for the calculation of long service leave, sick leave, award holidays or annual leave.

35. Travelling Allowance

- (i) An employee, who is required to undertake additional travelling time outside the employee's ordinary hours of work which is in excess of the employee's usual travelling time on any day Monday to Friday, shall be paid for the excess travelling time at ordinary time rate of pay.
- (ii) An employee, who is required to undertake additional travelling time on a weekend or award holiday, shall be paid for the excess travelling time at ordinary time and one half.

36. Drivers Licences

- (i) An employee required to hold a motor vehicle drivers licence or motor cycle riders licence, shall be reimbursed the cost of the licence by Riverina Water.
- (ii) Riverina Water shall not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements by the employee.

37. Private Motor Vehicle - Allowances

- (i) An employee who by arrangement, uses a privately-owned motor vehicle at work on a casual basis, shall be paid 49 cents for vehicles with an engine capacity of less than 2.5 litres and 57 cents for vehicles with an engine capacity of more than 2.5 litres.

38. Training

- (i) The parties to this award agree there is a commitment to training and skill development. Training will be directed to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through skill acquisition; and removing barriers to the utilisation of skills acquired.
- (ii) To ensure that employees have the skill, competence and training to perform duties and functions, employees shall undertake and complete relevant employer endorsed training in respect of their duties and functions. Employer endorsed training includes essential and optional training. Riverina Water shall meet all reasonable costs and expenses incurred by employees in undertaking essential training and may assist in the cost of optional training.

- (iii) An employee, other than an apprentice attending trade course certificate training, who is required to undertake reasonable travel outside the ordinary hours of work to attend employer endorsed training shall be paid at ordinary time rate of pay for any travel in excess of two hours on any one day.

39. Supply of Residence By Employer

Where an employee is provided with a residence by Riverina Water (with or without concessions), the weekly value of the residence (and concessions) shall be agreed upon from time to time between the employee and employer.

40. Living Away Allowance

Living Away Allowance - An employee required to work at a distance from the employee's usual residence and who is required to remain at that location overnight, shall be provided with suitable accommodation of at least an NRMA rating of three stars, if available at that place, including up to \$3.50 per night for personal phone calls, and in addition shall be paid a living away allowance of \$17.00 for lunch and \$40.00 for dinner. The employee shall also be reimbursed for any authorised incidental expenses.

41. Wet Weather

Where because of wet weather, an employee stops work, the employee shall be paid for time not worked provided the employee remains at work until directed to leave work; stands by as directed; and reports for duty as directed.

42. Health and Safety

- (i) To ensure the health and safety of its employees, Riverina Water is committed to providing a safe working environment.
- (ii) Employees are required to wear appropriate protective clothing and use safety equipment for the purpose for which they are provided, and observe all other safety procedures, practices and instructions.

43. Tool Allowance

- (i) Employees who are required to supply their own tools of trade shall, in addition to the rates of pay prescribed, be paid the amount set in item 5 of Table 1 of Part B of this Award.
- (a) Tool Kits: Tool allowances paid to employees shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the duties and functions of the employee's classification, and the employee shall, if requested, furnish a list of the tools.
- (b) Ownership: Tools for which allowances are paid shall remain the property of the employee, be kept in proper working conditions and be available for use by the employee at all times in the exercise of duties.
- (c) Loss of Tools: Tools, in respect of which an allowance is paid, shall be replaced or paid for by the employer in the event of their loss or damage by fire or other cause beyond the employee's control, or in the event of their theft during any act of breaking and entering of premises outside the ordinary working hours, provided the tools were kept in accordance with any established provisions for their security.
- (d) Special Purpose Tools: Tool allowances shall not cover tools required for special uses or purposes exceptional to the ordinary trade functions of the employee's classification.
- (e) Use of Tools: Tools issued to an employee shall be used only in the course of his duties, and for the purpose for which they are supplied.

- (f) Care of Tools: Employees shall be responsible for the proper upkeep of all tools, and other equipment, implements and articles, issued for their use, and shall replace or pay for any items lost or damaged through misuse or negligence.
- (g) Payment for Other Purposes: Tool allowances shall apply during periods of annual leave, sick and accident leave, long service leave and award holidays, but shall be excluded in the calculation of any payment for accrued leave made to the employee upon termination of service.

44. Telephone

An employee who is required to install a telephone at the employee's home, shall be reimbursed the annual rental fees, charges and the cost of calls in connection with Riverina Water.

45. Expenses

All reasonable expenses incurred by an employee in connection with their work shall be reimbursed by Riverina Water.

46. No Extra Claims

The parties to this award agree not to pursue any additional or extra claims during the term of this award except in accordance with Clause 4, Future Negotiations and Clause 44, Leave Reserved or in accordance with any decision of the Industrial Relations Commission Of New South Wales.

47. Leave Reserved

The parties agreed that in respect to the percentage increases outlined in this agreement, that should the Local Government Award 2004 deliver a higher percentage, then payment to that level will occur automatically.

Further the parties agree that should conditions vary in the State Award to the extent that they surpass this Enterprise Agreements, negotiations will take place at a time convenient to the parties.

48. Out Sourcing

- (i) Where Riverina Water is considering a change of practice to involve out sourcing or contracting work out, it will notify the employees and their union/s. It will also provide employees and their union/s with fourteen days notice to respond with suitable proposals about alternative arrangements to out sourcing prior to any decision to invite tenders.

Riverina Water at the same time as tenders are invited will provide the union/s with a copy of any specification or contract which has been prepared.

The tenders when advertised shall be timed so as to provide the employees with an opportunity to submit an offer to establish that they can do the work to an equivalent standard, timetable and price.

- (ii) Contractors shall have an enterprise agreement with the relevant unions which covers the employees of the contractor.
- (iii) Tenders will be required to specify details of the award coverage including conditions of employment and the classifications and rates of pay applicable under the award as well as the terms of agreement for the contractor to comply with the industry safety standards and practices.
- (iv) Riverina Water will only out source work when there are insufficient resources to meet its work commitment and timetable; or where the safety of the public or the water distribution performance is at risk; or where contracting out work is the most advantageous option taking into account quality, safety and performance.

- (v) Riverina Water will advise employees and their union/s following consideration of tenders and the above listed factors.
- (vi) Where Riverina Water does contract out work, no employee will, as a result, be made involuntarily redundant. Affected employees will be offered the opportunity for retraining in skills required by Riverina Water.

49. Classifications and Rates of Pay

- (i) An employee shall be allocated an employment classification which describes the employee's major and substantial functions and duties.
- (ii) An employee shall be paid not less than the weekly rate of pay for employee's grade within the employee's allocated classification.
- (iii) Each position shall have an agreed job description which shall be updated at the time of a change to the functions and duties and skill requirements of the position.
- (iv) The weekly rates of pay in this award contain a 1.35% component in lieu of annual leave loading.
- (v) Rates of pay and allowances in this Award shall move by the following: 4% 1st July 2004, 3.5% 1st July 2005 and 3.5% 1st July 2006.

50. Anti Discrimination Clause

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

NOTES

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

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

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

APPENDIX A

ALLOWANCES

		From	From	From
		1/7/2004	1/7/2005	1/7/2006
On Call	Per Day	21.70	22.50	23.30
Clause 22 (iii)	Max Per week	108.70	112.50	116.40
Meal Allowance	Per Meal	17	17	17
Clause 23 v(a)				
Tool Allowance	Per week	22.70	23.50	24.30
Clause 40 (i)				
Private Vehicle Allowance	< 2.5 litres	0.52	0.52	0.52
Clause 34 (i)	> 2.5 litres	0.60	0.60	0.60
Living Away Allowance	Per night	40	40	40
Clause 37	Extra Day	17	17	17

Riverina Water County Council - Pay										
Rates after 4.0% increase										
1st July 2004 - BAND 1 OPERATIONAL										
Position	Pay Ref 38/35	Band	Level	Entry	Entry+	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
Rural Supervisor	119	1	19					999.46	19	52,172.04
	118		18				970.35		18	50,652.47
	117		17			942.09			17	49,177.15
	116		16			914.65			16	47,744.81
	115		15	888.01					15	46,354.18
Meter Supervisor Gange Store Supervisor	117	1	17					942.09	17	49,177.15
	116		16				914.65		16	47,744.81
	115		15			888.01			15	46,354.18
	114		14			862.15			14	45,004.06
	113		13	837.04					13	43,693.26
	115	1	15					888.01	15	46,354.18
	114		14				862.15		14	45,004.06
	113		13			837.04			13	43,693.26
	112		12			812.66			12	42,420.64
	111		11	788.99					11	41,185.09
Senior Rural Operator	113	1	13					837.04	13	43,693.26
	112		12				812.66		12	42,420.64
	111		11			788.99			11	41,185.09
	110		10			766.01			10	39,985.53
	109		9	743.70					9	38,820.90
Rural Operator Plant Operator/Trainee Storeperson Water Serv./Plant Operator Electrical/Water Quality Assnt Drawing Office Assistant	111	1	11					788.99	11	41,185.09
	110		10				766.01		10	39,985.53
	109		9			743.70			9	38,820.90
	108		8			722.03			8	37,690.19
	107		7	701.00					7	36,592.42
Groundsperson Maintenance Operator Meter reader Plant Operator		1						743.70	9	38,820.90
	109		9				722.03		8	37,690.19
	108		8						7	36,592.42
	107		7			701.00			6	35,526.62

Elect/Mech. Trades Assist	106		6		680.59				5	34,491.87
Truck Driver	105		5	660.76						
Cleaner/Storeperson										
Building Trades Assistant	107	1	7				680.59	701.00	7	36,592.42
	106		6						6	35,526.62
Pipelaye	105		5		660.76				5	34,491.87
	104		4		641.52				4	33,487.25
	103		3	622.83					3	32,511.89
Labourer	105	1	5					660.76	5	34,491.87
	104		4				641.52		4	33,487.25
	103		3		622.83				3	32,511.89
	102		2		604.69				2	31,564.94
	101		1	587.08					1	30,645.58
Trainee	8/28	1	T 8			681.01			T 8	35,548.87
	7/27		T 7			651.66			T 7	34,016.59
	6/26		T 6			616.43			T 6	32,177.85
	5/25		T 5			563.60			T 5	29,419.75
	4/24		T 4			493.15			T 4	25,742.28
	3/23		T 3			422.70			T 3	22,064.81
	2/22		T 2			352.25			T 2	18,387.35
	1/21		T 1			281.80			T 1	14,709.88

Riverina Water County Council - Pay										
Rates after 4.0% increase										
1st July 2004 - BAND 2 ADMINISTRATIVE/TECHNICAL/TRADES										
Position	Pay Ref 38/35	Band	Level	Entry	Entry+	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
Overseer	225/525	2	25				1,158.65	1,193.41	25	62,296.15
	224/524		24			24			60,481.70	
	223/523		23			23			58,720.09	
	222/522		22		1,092.14	22			57,009.80	
	221/521		21	1,060.33		21			55,349.32	
	223/523	2	23				1,092.14	1,124.91	23	58,720.09
	222/522		22			22			57,009.80	
	221/521		21		1,060.33	21			55,349.32	

	220/520 219/519		20 19	999.46	1,029.45				20 19	53,737.20 57,172.04
Senior Technical Officer	421 420 419 418 417	2	EL 21 EL 22 EL 19 EL 18 EL 17	980.05	1,008.31	1,037.42	1,067.41	1,098.29	EL 21 EL 20 EL 19 EL 18 EL 17	57,330.83 55,718.72 54,153.55 52,633.98 51,158.67
Finance Officer Operations Co-ordinator	221/521 220/520 519/519 218/518 217/517	2	21 20 19 18 17	942.09	970.35	999.46	1,029.45	1,060.33	21 20 19 18 17	55,349.32 53,737.20 52,172.04 50,652.47 49,177.15
Draftsperson Welding Supervisor Fitter Foreperson Plumbing Inspector	219/519 218/518 217/517 216/516 215/515	2	19 18 17 16 15	888.01	914.65	942.09	970.35	999.46	191 18 17 16 15	52,172.04 50,652.47 49,177.15 47,744.81 46,354.18
Building Foreperson Clerical/Rehab Person OH&S Co-ordinator	217/517 216/516 215/515 214/514 213/513	2	17 16 15 14 13	837.04	862.15	888.01	914.65	942.09	17 16 15 14 13	49,177.15 47,744.81 46,354.18 45,004.06 43,693.26
Industrial Electrician	415 414 413 412 411	2	EL 15 EL 14 EL 13 EL 12 EL 11	826.95	850.62	875.00	900.11	925.97	EL 15 EL 14 EL 13 EL 12 EL 11	48,335.70 46,985.57 45,674.78 44,402.16 43,166.60
Fitter leading hand Secretary Customer Service Officer Engineering Assistant Fleet Supervisor Assistant Plumbing Inspector	215/515 214/514 213/513 212/512 211/511	2	15 14 13 12 11	788.99	812.66	837.04	862.15	888.01	15 14 13 12 11	46,354.18 45,004.06 43,693.26 42,420.64 41,185.09

Electrical Fitter	413	2	EL 13	781.66	803.97	826.95	850.62	875.00	EL 13	45,674.78
	412		EL 12						EL 12	44,402.16
	411		EL 11						EL 11	43,166.60
	410		EL 10						EL 10	41,967.04
	409		EL 9						EL 9	40,802.41
Clerical Officer - Payments	213/513	2	13	743.70	766.01	788.99	812.66	837.04	13	43,693.26
Mechanic	212/512		12						12	42,420.64
Building Tradesman	211/511		11						11	41,185.09
Filtration Plant Oper, shift	210/510		10						10	39,985.53
Mechanical Fitter	209/509		9						9	38,820.90
Painter	211/511	2	11	701.00	722.03	743.70	766.01	788.99	11	41,185.09
	210/510		10						10	39,985.53
	209/509		9						9	38,820.90
	208/508		8						8	37,690.19
	207/507		7						7	36,592.42

Riverina Water County Council - Pay Rates after 4.0% increase																	
1st July 2004 - BAND 3 PROFESSIONAL/SPECIALIST																	
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual								
										\$							
Works Engineer Project Engineer	330/630	3	34	1,266.09	1,304.07	1,343.20	1,383.49	1,425.00	34	74,384.86							
			33						33	72,218.31							
			32						32	70,114.86							
			31						31	68,072.68							
			30						30	66,089.98							
	329/629 328/630 327/627 326/626 325/625	3	29	1,193.41	1,229.22	1,266.09	1,304.07	1,343.20	29	70,114.86							
			28						28	68,072.68							
			27						27	66,089.98							
			26						26	64,165.03							
			25						25	62,296.15							
			327/627 326/626 325/625						3	27	1,193.41	1,229.22	1,266.09	1,229.22	1,266.09	27	66,089.98
										26						26	64,165.03
25	25	62,296.15															

	324/624		24		1,158.65				24	60,481.70
	323/623		23	1,124.91					23	58,720.09
	325/625		25				1,193.41		25	62,296.15
	324/624		24			1,158.65			24	60,481.70
	323/623	3	23			1,124.91			23	58,720.09
	322/622		22		1,092.14				22	57,009.80
	321/621		21	1,060.33					21	55,349.32
Civil Engineer (four years experience)	323/623		23				1,124.91		23	58,720.09
	322/622		22			1,092.14			22	57,009.80
	321/621	3	21		1,060.33				21	55,349.32
	320/620		20		1,029.45				20	53,737.20
	319/619		19	999.46					19	52,172.04
Civil Engineer (three years experience) Water Quality Officer, (four years experience)	321/621		21				1,060.33		21	55,349.32
	320/620		20			1,029.45			20	53,737.20
	319/619	3	19		999.46				19	52,172.04
	318/618		18		970.35				18	50,665.47
	317/617		17	942.09					17	49,177.15
Civil Engineer (two years experience) Water Quality Officer, (three years experience)	319/619		19				999.46		19	52,172.04
	318/618		18			970.35			18	50,652.47
	317/617	3	17		942.09				17	49,177.15
	316/616		16		914.65				16	47,744.81
	315/615		15	888.01					15	46,354.18
Civil Engineer (one years experience) Water Quality Officer, (two years experience)	317/617		17				942.09		17	49,177.15
	316/616		16			914.65			16	47,744.81
	315/615	3	15		888.01				15	46,354.18
	314/614		14		862.15				14	45,004.06
	313/613		13	837.04					13	43,693.26
Graduate Engineer Water Quality Officer, (one years experience)	315/615		15				888.01		15	46,354.18
	314/614		14			862.15			14	45,004.06
	313/613	3	13		837.04				13	43,693.26
	312/612		12		812.66				12	
	311/611		11	788.99					11	
Water Quality (new graduate)	313/613		13				837.04		13	43,693.26
	312/612		12			812.66			12	42,420.64
	311/611	3	11		788.99				11	41,185.09

	310/610		10		766.01				10	39,985.53
	309/609		9	743.70					9	38,820.90

Riverina Water County Council - Pay										
Rates after 3.5% increase										
1st July 2005 - BAND 1 OPERATIONAL										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
227 226 Rural Supervisor	119	1	19					1,034.45	19	53,998.06
	118		18				18		54,425.30	
	117		17			975.06	17		50,898.35	
	116		16	946.66			16		49,415.88	
	115		15	919.09			15		47,976.58	
206 205 Meter Supervisor Ganger Store Supervisor	117	1	17				946.66	975.06	17	50,898.35
	116		16			16			49,415.88	
	115		15		919.09	15			47,976.58	
	114		14	892.32		14			46,579.20	
186 185 Senior Rural Operator	113	1	13	866.33			892.32	919.09	13	45,222.53
	115		15			15			47,976.58	
	114		14			14			46,579.20	
	113		13		866.33	13			45,222.53	
	112		12	841.10		12			43,905.37	
166 165 Rural Operator Plant Operator/Trainer Storeperson Water Serv./Plant Operator Electrical/Water Quality Assnt	111	1	11				816.60	866.33	11	42,626.57
	113		13			13			45,222.53	
	112		12			12			43,905.37	
	111		11	816.60		11			42,626.57	
	110		10	792.82		10			41,385.02	
	109		9	769.72			792.82	816.60	9	40,179.63
	111		11			11				
	110		10			10				
	109		9			9				
	108		8			8				
	107		7	725.54			769.72	816.60	7	
	111		11			11				
	110		10			10				
	109		9			9				
	108		8			8				
	107		7	725.54			747.31	816.60	7	
	111		11			11				
	110		10			10				
	109		9			9				
	108		8			8				

146	Drawing Office Assistant										
145	Groundsperson	109	1	9				747.31	769.72	9	40,179.63
	Maintenance Operator	108		8						8	39,009.35
	Meter reader	107		7			725.54			7	37,873.16
	Plant Operator	106		6		704.41				6	36,770.05
	Elect/Mech. Trades Assist	105		5	683.89					5	35,699.08
	Truck Driver										
123	Cleaner/Storeperson										
122	Building Trades Assistant	107	1	7				704.41	725.54	7	37,873.16
		106		6						6	36,770.05
	Pipe Layers	105		5		683.89				5	35,699.08
		104		4			663.97			4	34,659.30
101		103		3	644.63					3	33,649.81
100	Labourer	105	1	5				663.97	683.89	5	35,699.08
		104		4						4	34,659.30
		103		3		644.63				3	33,649.81
		102		2		625.86				2	32,669.72
90		101		1	607.63					1	31,718.17
	Trainee	8/28	1	T8			704.85			T8	36,793.08
		7/27		T7			674.47			T7	35,207.17
		6/26		T6			638.01			T6	33,304.08
		5/25		T5			583.32			T5	30,449.44
		4/24		T4			510.41			T4	26,643.26
		3/23		T3			437.49			T3	22,837.08
		2/22		T2			364.58			T2	19,030.90
		1/21		T1			291.66			T1	15,224.72

Riverina Water County Council - Pay										
Rates after 3.5% increase										
1st July 2005 - BAND 2 - ADMINISTRATIVE/TECHNICAL/TRADES										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
338 Overseer	225/525	2	25					1,235.18	25	64,476.51
	224/524		24				24		62,598.55	
	223/523		23			1,164.28	23		60,775.30	

		222/522		22		1,130.37				22	59,005.14
292		221/521		21	1,097.44					21	57,286.55
291		223/523	2	23				1,164.28		23	60,775.30
		222/522		22				1,130.37		22	59,005.14
		221/521		21		1,097.44				21	57,286.55
		220/520		20		1,065.48				20	55,618.01
270		219/519		19	1,034.45					19	53,998.06
269	Senior Technical Officer	421	2	EL 21				1,132.72		EL 21	59,127.79
		420		EL 20				1,100.75		EL 20	57,459.25
		419		EL 19			1,069.72			EL 19	55,839.30
		418		EL 18		1,039.59				EL 18	54,266.54
248		417		EL 17	1,014.35					EL 17	52,949.22
269	Finance Officer	221/521	2	21				1,097.44		21	57,286.55
	Operations Co-ordinator	220/520		20				1,065.48		20	55,618.01
		219/519		19			1,034.45			19	53,998.06
		218/518		18		1,004.32				18	52,425.30
248		217/517		17	975.06					17	50,898.35
247	Draftsperson	219/519	2	19				1,034.45		19	53,998.06
	Welding Supervisor	218/518		18				1,004.32		18	52,425.30
	Fitter Person	217/517		17		946.66	975.06			17	50,898.35
	Plumbing Inspector	216/516		16						16	49,415.88
227		215/515		15	919.09					15	47,976.58
226	Building Foreperson	217/517	2	17				975.06		17	50,898.35
	Clerical/Rehab Person	216/516		16				946.66		16	49,415.88
	OH&S Co-ordinator	215/515		15			919.09			15	47,976.58
206		214/514		14		892.32				14	46,579.20
205		213/513		13	866.33					13	45,222.53
205	Industrial Electrician	415	2	EL 15				954.36		EL 15	49,817.82
		414		EL 14				927.59		EL 14	48,420.44
		413		EL 13			901.60			EL 13	47,063.77
		412		EL 12		876.37				EL 12	45,746.61
186		411		EL 11	855.89					EL 11	44,677.43

205	Fitter leading head	215/515	2	15	816.60	841.10	866.33	892.32	919.09	15	47,976.58
	Secretary	214/514		14						14	46,579.20
	Customer Service Officer	213/513		13						13	45,222.53
	Engineering Assistant	212/512		12						12	43,905.37
	Fleet Supervisor	211/511		11						11	42,626.57
186	Assistant Plumbing Inspector										
185	Electrical Fitter	413	2	EL 13	828.09	851.87	876.37	901.60	EL 13	47,063.77	
		412		EL 12					EL 12	45,746.61	
		411		EL 11					EL 11	44,467.81	
		410		EL 10					EL 10	43,226.26	
166		409		EL 9	809.01				EL 9	42,230.50	
185	Clerical Officer - Payments	213/513	2	13	769.72	792.82	816.60	841.10	866.33	13	45,222.53
	Mechanic	212/2512		12						12	43,905.37
	Building Tradesman	211/511		11						11	42,626.57
	Filtration Plant Oper, shift	210/510		10						10	41,385.02
	Mechanical Fitter	209/509		9						9	40,179.63
166	Welder										
165	Painter	211/511	2	11	725.54	747.31	769.72	792.82	816.60	11	42,626.57
		210/510		10						10	41,385.02
		209/509		9						9	40,179.63
		208/508		8						8	39,009.35
		207/507		7						7	37,873.16

Riverina Water County Council - Pay Rates after 3.5% increase										
1st July 2005 - BAND 3 - PROFESSIONAL/SPECIALIST										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
	330/630	3	34					1,474.87	34	76,988.33
			33				1,390.21		33	74,745.95
			32						32	72,568.88
			31			1,349.72			31	70,455.22
			30			1,310.40			30	68,403.13

397		329/629		29				1,390.21	29	72,568.88
		328/630		28					28	70,455.22
		327/627	3	27		1,310.40	1,349.72		27	68,403.13
368	Works Engineer	326/626		26		1,272.24			26	66,410.81
367	Project Engineer	325/625		25	1,235.18			1,310.40	25	64,476.51
		327/627		27					27	68,403.13
		326/626		26			1,272.24		26	66,410.81
		325/625	3	25		1,235.18			25	64,476.51
		324/624		24		1,199.21			24	62,598.55
339		323/623		23	1,164.28				23	60,775.30
338		325/625		25				1,235.18	25	64,476.51
		324/624		24			1,199.21		24	62,598.55
		323/623	3	23		1,164.28			23	60,775.30
311		322/622		22		1,130.37			22	59,005.14
310	Civil Engineer (four years experience)	321/621		21	1,097.44			1,164.28	21	57,286.55
		323/623		23					23	60,775.30
		322/622		22			1,130.37		22	59,005.14
		321/621	3	21		1,097.44			21	57,286.55
		320/620		20		1,065.48			20	55,618.01
284		319/619		19	1,034.45				19	53,998.06
283	Civil Engineer (three years experience)	321/621		21				1,097.44	21	57,286.55
		320/620		20			1,065.48		20	55,618.01
	Water Quality Officer, (four years experience)	319/619	3	19		1,034.45			19	53,998.06
		318/618		18		1,004.32			18	52,425.30
258		317/617		17	975.06				17	50,898.35
257	Civil Engineer (two years experience)	319/619		19				1,034.45	19	53,998.06
		318/618		18					18	52,425.30
	Water Quality Officer (three years experience)	317/617	3	17		975.06			17	50,898.35
		316/616		16		946.66			16	49,415.88
233		315/615		15	919.0+				15	47,976.58
232	Civil Engineer (one years experience)	317/617		17				975.06	17	50,898.35
		316/616		16					16	49,415.88
	Water Quality Officer (two years experience)	315/615	3	15		919.09			15	47,976.58
		314/614		14		892.32			14	46,579.20
209		313/613		13	866.33				13	45,222.53

208	Graduate Engineer	315/615		15					919.09	15	47,976.58
	Water Quality Officer, (one years experience)	314/614		14			892.32			14	46,579.20
		313/613	3	13		841.10	866.33			13	45,222.53
		312/612		12						12	43,905.37
		311/611		11	816.60					11	42,626.57
186											
185	Water Quality Officer (new graduate)	313/613	3	13				841.10	866.33	13	45,222.53
		312/612		12						12	43,905.37
		311/611		11		792.82	816.60			11	42,626.57
		310/610		10						10	41,385.02
		309/609		9	769.72					9	40,179.63
166											

Riverina Water County Council - Pay										
Rates after 3.5% increase										
1st July 2006 - BAND 1 OPERATIONAL										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
227	Rural Supervisor	1	19					1,070.65	19	55,888.00
			18				1,039.47		18	54,260.19
			17				1,009.19		17	52,679.80
			16			979.80			16	51,145.43
			15		951.26				15	49,655.76
226	Meter Supervisor Ganger Store Supervisor	1	17					1,009.19	17	52,679.80
			16				979.80		16	51,145.43
			15			951.26			15	49,655.76
			14				923.55		14	48,209.48
206										
205		1	13	896.65					13	46,805.32
			15					951.26	15	49,655.76
			14					923.55	14	48,209.48
			13				896.65		13	46,805.32
186			12						12	45,442.05
			11			845.18	870.54		11	44,118.50
			11							
185	Senior Rural Operator	1	13					896.65	13	46,805.32
			12					870.54	12	45,445.05
			11				845.18		11	44,118.50

		110		10		820.57				10	42,833.49
166		109		9	796.67					9	41,585.91
165	Rural Operator	111	1	11				820.57	845.18	11	44,118.50
	Plant Operator/Trainer	110		10						10	42,833.49
	Storeperson	109		9		796.67				9	41,585.92
	Water Serv./Plant Operator	108		8		773.46				8	40,374.68
	Electrical/Water Quality Assnt	107		7	750.93					7	39,198.72
146	Drawing Office Assistant										
145	Groundsperson	109	1	9					796.67	9	41,585.92
	Maintenance Operator	108		8				773.46		8	40,374.68
	Meter Reader	107		7			750.93			7	39,198.72
	Plant Operator	106		6		729.06				6	38,057.01
	Elect/Mech. Trades Assist	105		5	707.83					5	36,948.55
	Truck Driver										
	Cleaner/Storeperson										
123											
122	Building trades Assistant	107	1	7					750.93	7	39,198.72
		106		6				729.06		6	38,057.01
	Pipe Layers	105		5			707.83			5	36,948.55
		104		4		687.21				4	35,872.38
101		103		3	667.19					3	34,827.55
100	Labourer	105	1	5					707.83	5	36,948.55
		104		4				687.21		4	35,872.38
		103		3			667.19			3	34,827.55
		102		2		647.76				2	33,813.16
90		101		1	628.89					1	32,828.31
	Trainee	8/28	1	T8			729.52			T8	38,080.84
		7/27		T7			698.07			T7	36,439.42
		6/26		T6			660.34			T6	34,469.72
		5/25		T5			603.74			T5	31,515.17
		4/24		T4			528.27			T4	27,575.78
		3/23		T3			452.80			T3	23,636.38
		2/22		T2			377.34			T2	19,696.98
		1/21		T1			301.87			T1	15,757.59

Riverina Water County Council - Pay										
Rates after 3.5% increase										
1st July 2006 - BAND 2 ADMINISTRATIVE/TECHNICAL/TRADES										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
338	Overseer	2	25			1,205.03	1,241.18	1,278.41	25	66,733.19
			24						24	64,789.50
			23						23	62,902.43
			22						22	61,070.32
292			221/521		21				1,135.85	1,169.93
291		2	23			1,135.85	1,169.93	1,205.03	23	62,902.43
			22						22	61,070.32
			21						21	59,291.57
			20						20	57,564.64
270			219/519		19				1,070.65	1,102.77
269	Senior Technical Officer	2	EL 21			1,111.31	1,143.43	1,172.36	EL 21	61,197.26
			EL 20						EL 20	59,687.28
			EL 19						EL 19	58,010.64
			EL 18						EL 18	56,382.83
248			417		EL 17				1,049.86	1,080.13
269	Finance Officer Operations Co-ordinator	2	21			1,070.65	1,102.77	1,135.85	21	59,291.57
			20						20	57,564.64
			19						19	55,888.00
			18						18	54,260.19
248			217/517		17				1,009.19	1,039.47
247	Draftsperson Welding Supervisor Fitter Foreperson Plumbing Inspector	2	191			1,009.19	1,039.47	1,070.65	191	55,888.00
			18						18	54,260.19
			17						17	52,679.80
			16						16	51,145.43
227			215/516		15				951.26	979.80
226	Building Foreperson Clerical/Rehab Person OH&S Co-ordinator	2	17			951.26	979.80	1,009.19	17	52,679.80
			16						16	51,145.43
			15						15	49,655.76
			14						14	48,209.48
206	213/513		13	896.65	923.55			13	46,805.32	

205	Industrial Electrician	415	2	EL 15	885.85	911.20	937.32	964.22	987.77	EL 15	51,561.44
		414		EL 14					50,332.12		
		413		EL 13					48,927.96		
		412		EL 12					47,564.70		
186		411		EL 11					46,241.14		
205	Fitter leading hand	215/515	2	15	845.18	870.54	896.65	923.55	951.26	15	49,655.76
	Secretary	214/514		14					48,209.48		
	Customer Service Officer	213/513		13					46,805.2		
	Engineering Assistant	212/512		12					45,442.05		
	Fleet Supervisor	211/511		11					44,118.50		
186	Assistant Plumbing Inspector										
185	Electrical Fitter	413	2	EL 13	837.33	861.23	885.85	911.20	933.16	EL 13	48,711.00
		412		EL 12						47,564.70	
		411		EL 11						46,241.14	
		410		EL 10						44,956.14	
166		409		EL 9						43,708.56	
185	Clerical Officer - Payments	213/513	2	13	796.67	820.57	845.18	870.54	896.65	13	46,805.32
	Mechanic	212/512		12					45,442.05		
	Building Tradesman	211/511		11					44,118.50		
	Filtration Plant Oper, shift	210/510		10					42,833.49		
	Mechanical	209/509		9					41,585.92		
166	Welder										
165	Painter	211/511	2	11	750.93	773.46	796.67	820.57	845.18	11	44,118.50
		210/510		10						42,833.49	
		209/509		9						41,585.92	
		208/508		8						40,374.68	
146		207/507		7						39,198.72	

Riverina Water County Council - Pay Rates after 3.5% increase										
1st July 2006 - BAND 3 PROFESSIONAL/SPECIALIST										
Position	Pay Ref 38/35	Band	Level	Entry	Entry +	Competent	Extra Skills 1	Extra Skills 2	Annual	
										\$
397 Works Engineer	330/630	3	34	1,356.27	1,396.96	1,438.87	1,482.03	1,526.49	34	79,682.92
			33						33	77,362.06
			32						32	75,108.79
			31						31	72,921.16
			30						30	70,797.24
	329/629 328/630 327/627 326/626 325/625	3	29	1,278.41	1,316.77	1,356.27	1,396.96	1,438.87	29	75,108.79
			28						28	72,921.16
			27						27	70,797.24
			26						26	68,735.18
			25						25	66,733.19
368 367 Project Engineer	327/627 326/626 325/625 324/624 323/623	3	27	1,205.03	1,241.18	1,278.41	1,316.77	1,356.27	27	70,797.24
			26						26	68,735.18
			25						25	66,733.19
			24						24	64,789.50
			23						23	62,902.43
339 338	325/625 324/624	3	25				1,241.18	1,278.41	25	66,733.19
			24						24	64,789.50
311	323/623 322/622 321/621		23	1,135.85	1,169.93	1,205.03			23	62,902.43
			22						22	61,070.32
			21						21	59,291.57
310 284 283 Civil Engineer (four years experience)	323/623 322/622 321/621 320/620 321/621	3	23	1,070.65	1,102.77	1,135.85	1,169.93	1,205.03	23	62,902.43
			22						22	61,070.32
			21						21	59,291.57
			20						20	57,564.64
			19						19	55,888.00
258 Civil Engineer (three years experience) Water Quality Officer, (four years experience)	321/621 320/620 319/619 318/618 317/617	3	21	1,009.19	1,039.47	1,070.65	1,102.77	1,135.85	21	59,291.57
			20						20	57,564.64
			19						19	55,888.00
			18						18	54,260.19
			17						17	52,679.80

257	Civil Engineer (two years experience)	319/619 318/618	3	19 18			1,009.19	1,039.47	1,070.65	19 18	55,888.00 54,260.19
	Water Quality Officer, (three years experience)	317/617 316/616		17 16	951.26	979.80				17 16	52,679.80 51,145.43
233		315/615		15						15	49,655.76
232	Civil Engineer (one years experience)	317/617 316/616	3	17 16				979.80	1,009.19	17 16	52,679.80 51,145.43
	Water Quality Officer, (two years experience)	315/615 314/614		15 14		923.55	951.26			15 14	49,655.76 48,209.48
209		313/613		13	896.65					13	46,805.32
208	Graduate Engineer Water Quality Officer, (one years experience)	315/615 314/614 313/613	3	15 14 13				923.55	951.26	15 14 13	49,655.76 48,209.48 46,805.32
		312/612		12		870.54	896.65			12	45,442.05
186		311/611		11	845.18					11	44,118.50
185	Water Quality Officer (new graduate)	313/613 312/612 310/610	3	13 12 11				870.54	896.65	13 12 11	46,805.32 45,442.05 44,118.50
		311/611		10		820.57	845.18			10	42,833.49
166		309/609		9	796.67					9	41,585.92

J. P. GRAYSON *D.P.*

(1323)

SERIAL C3525

CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Department of Education and Training..

(No. IRC 63 of 2005)

Before The Honourable Justice Walton, Vice-President

21 January 2005

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|---|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Anti-Discrimination |
| 4. | Classifications |
| 5. | Rates of Pay |
| 6. | Increments |
| 7. | Hours |
| 8. | Meal Breaks |
| 9. | Allowances |
| 10. | Appointments |
| 11. | Training and Development |
| 12. | Higher Duties Allowance |
| 13. | Performance Management |
| 14. | Flexible Work Organisation |
| 15. | Dispute and Grievance Resolution Procedures |
| 16. | Leave |
| 17. | Travelling Compensation |
| 18. | Overtime |
| 19. | Transferred Employees' Compensation |
| 20. | Deduction of Association Membership Fees |
| 21. | No Further Claims and No Industrial Action |
| 22. | Area, Incidence and Duration |

PART B

- Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Assistants) - Rates of Pay
 Schedule 2 - Aboriginal Education Assistants - Rates of Pay
 Schedule 3 - School Administrative and Support Staff - Allowances

2. Definitions

- 2.1 "Aboriginal education assistant" means a classification of school administrative and support staff for whom the requirement of Aboriginality is a legitimate occupational qualification under section 14(d) of the *Anti-Discrimination Act 1977*.
- 2.2 "Act" means the *Education (School Administrative and Support Staff) Act 1987*.
- 2.3 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.4 "Centre" means a Departmental centre which provides instruction to students, such as a distance education centre, environmental education centre or intensive English centre.
- 2.5 "Continuous employment" means employment for a specific number of hours per week for each week of the school year, which may be broken by school vacations and any approved leave which counts as service.
- 2.6 "Department" means the New South Wales Department of Education and Training.
- 2.7 "Director-General" means the Director-General of Education and Training.
- 2.8 "Employee" means any person employed as a member of the school administrative and support staff.
- 2.9 "Equivalent full-time" means the number of full-time and part-time employees allocated to a school converted to a full-time equivalent.
- 2.10 "Full-time employee" means any person employed as a member of the school administrative and support staff who works 31.25 hours per week or, in the case of a former library clerical assistant covered by the 1988 agreement, 36.25 hours per week.
- 2.11 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.12 "Long-term temporary employee" means a member of the school administrative and support staff employed by the Director-General on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period in excess of one school term.
- 2.13 "Part-time employee" means any person employed as a member of the school administrative and support staff who works less than 31.25 hours per week.
- 2.14 "Permanent employee" means a member of the school administrative and support staff employed on a permanent basis by the Director-General in the service of the Crown under section 8 of the Act.
- 2.15 "Principal" means the principal of a Department school.
- 2.16 "School" means a Department school where instruction is provided by the Department and includes any place designated as part of, or as an annex to, such school.
- 2.17 "School administrative and support staff" means and includes persons employed as Aboriginal education assistants, school support officers, school administrative officers, school administrative managers, teachers aides (pre-school), teachers aides (special), teachers aides (Braille transcriber), teachers aides (sign interpreters) and teachers aides (ethnic).
- 2.18 "School day" means any weekday during school terms, as specified by the Director-General.
- 2.19 "School for specific purposes" means a school which is classified as such by the Director-General and is established under the *Education Act 1990* to provide education for students with disabilities.

- 2.20 "Service" means service as determined by the Director-General.
- 2.21 "Short-term temporary employee" means a member of the school administrative and support staff employed by the Director-General on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period of one school term or less.
- 2.22 "Western, Central and Eastern Divisions" means those areas of New South Wales as described in the 2nd Schedule to the *Crown Lands Consolidation Act 1913*.

3. Anti-Discrimination

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

Notes

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

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

4. Classifications

- 4.1 The classifications of school administrative and support staff are as follows:
- 4.1.1 School administrative managers (formerly senior school assistant)
- (i) The classification of school administrative manager is comprised of four levels;

- (ii) The level of an school administrative manager position is determined as follows:

Level	No. of equivalent full-time school administrative manager, school administrative officers and school support officers allocated to the school by staffing formula
Level 1	Less than 1.4
Level 2	1.4 - less than 1.8
Level 3	1.8 - less than 10
Level 4	10 or more

- (iii) The level for a school administrative manager in a school for specific purposes is determined as follows:

- (a) A notional number of students is determined by multiplying the number of effective full-time teaching staff to which a school for specific purposes is entitled by 30.
- (b) The notional number of students is then applied to the primary school allocation formula to determine a notional number of school administrative managers, school administrative officers and school support officers and thus which level of school administrative manager is to apply.

4.1.2 School administrative officer (formerly school assistant)

4.1.3 School support officer

4.1.4 Aboriginal education assistant

4.1.5 Teachers aide (pre-school)

4.1.6 Teachers aide (special)

4.1.7 Teachers aide (Braille transcriber)

4.1.8 Teachers aide (sign interpreters)

4.1.9 Teachers aide (ethnic).

5. Rates of Pay

5.1. The rates of pay that apply to classifications of school administrative and support staff other than Aboriginal education assistants are set out in Schedule 1 of Part B.

5.2. The rates of pay that apply to Aboriginal education assistants are set out in Schedule 2 of Part B.

5.3. The rates of pay for school administrative manager, school administrative officer and school support officer are equivalent to administrative and clerical classifications on a pro rata basis as follows:

5.3.1 school support officer is equivalent to general scale clerk, year 5

5.3.2 school administrative officer is equivalent to general scale clerk, year 9

5.3.3 school administrative manager level 1 is equivalent to clerk grade 2, year 1

5.3.4 school administrative manager level 2 is equivalent to clerk grade 2, year 2

5.3.5 school administrative manager level 3 is equivalent to clerk grade 3, year 1

5.3.6 school administrative manager level 4 is equivalent to clerk grade 3, year 2.

5.4 During the term of this award, the rates of pay as set out in Schedules 1 and 2 will be adjusted to reflect increases in any equivalent classifications under the Crown Employees (Public Sector - Salaries January 2002) Award and any successor instrument to that award.

5.5 The hourly rates of pay for permanent employees set out in Schedule 1 and Schedule 2 of Part B provide for 26 equal pays over the period of a year as follows:

$$\frac{\text{Hourly rate}}{26} \times \text{weekly hours of work} \times 52.1785 = 7$$

5.6 A permanent employee's extended leave will be paid at the hourly rate of pay specified in Schedule 1 and Schedule 2 of Part B, multiplied by 1.058.

5.7 A long-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.058.

5.8 A short-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.15. This loaded hourly rate of pay incorporates a payment in lieu of a recreation leave entitlement.

5.9 Salary Sacrifice to Superannuation

5.9.1 Notwithstanding the salaries prescribed by this award, an employee may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under this clause, 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 clause or 50 per cent of the currently applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

5.9.2 Where the employee 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 employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this clause in the absence of any salary sacrifice to superannuation made under this award.

5.9.3 The employee 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.

5.9.4 Where an employee elects to salary sacrifice in terms of paragraph 5.9.3 of this subclause, the Department will pay the sacrificed amount into the relevant superannuation fund.

5.9.5 Where the employee is a member of a superannuation scheme established under the:

- (i) *Police Regulation (Superannuation) Act 1906;*
- (ii) *Superannuation Act 1916;*
- (iii) *State Authorities Superannuation Act 1987;*
- (iv) *State Authorities Non-contributory Superannuation Act 1987;* or
- (v) *First State Superannuation Act 1992,*

the Department must ensure that the amount of any additional employer superannuation contributions specified in paragraph 5.9.1 of this subclause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

5.9.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee 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 5.9.5 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 employee 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.

6. Increments

6.1 The payment of increments, where applicable, under the rates of pay prescribed in Schedule 1 and Schedule 2 of Part B shall be subject to approval by the Director-General's delegate.

6.2 Subject to satisfactory performance, permanent and temporary teachers aide (Braille, ethnic, sign interpreter, special and pre-school) may progress along the relevant incremental rate of pay scale as follows:

6.2.1 Permanent adult employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

6.2.2 Temporary adult employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

6.2.3 Permanent and temporary junior employees commence on junior rates and progress to the next increment on completion of 12 months' service or at age 20.

6.3 Aboriginal Education Assistants

6.3.1 An Aboriginal education assistant who successfully completes:

- (i) the first stage of a relevant course of training approved by the Director-General shall be paid the third year rate of pay contained in Schedule 2 of Part B;
- (ii) the second stage of a relevant course of training approved by the Director-General shall be paid the fifth year rate of pay contained in Schedule 2 of Part B.

6.3.2 An Aboriginal education assistant shall not progress:

- (i) beyond the fourth year rate of pay contained in Schedule 2 of Part B unless he or she has successfully completed the second stage of a relevant course of training approved by the Director-General;
- (ii) to the sixth year rate of pay contained in Schedule 2 of Part B until completion of the third stage of a relevant course of training approved by the Director-General.

7. Hours

7.1 The normal hours of work for full-time employees shall not exceed 31 hours 15 minutes per week between 8.00 am and 4.30 pm on school days, provided that:

7.1.1 full-time school administrative managers shall work 33 hours 20 minutes per week;

7.1.2 former library clerical assistants covered by the 1988 agreement may continue to work 36.25 hours per week.

7.2 Starting and finishing times of employees shall be as determined by the principal in agreement with an employee or employees to suit the needs of the school.

7.3 Normal hours of work shall be structured to avoid broken periods of duty, i.e. there shall be no split shifts.

7.4 The actual hours worked by an employee in any week may, by agreement between the principal and the employee, be averaged over periods of up to 10 weeks between the hours of 7.30 am and 6.00 pm; provided that the total hours worked in a 10-week period are:

7.4.1 312 hours 30 minutes for full-time employees working 31 hours 15 minutes per week; or

7.4.2 333 hours 20 minutes for full-time employees working 33 hours 20 minutes per week; or

7.4.3 362 hours 30 minutes for full-time employees working 36 hours 15 minutes per week.

The pattern of hours worked by an employee under such an arrangement must be approved by the principal taking into account the needs of the school.

7.5 Aboriginal education assistants receive a rate of pay which covers all incidents of employment.

8. Meal Breaks

8.1 Employees who work not less than four hours per day shall be entitled to an unpaid lunch break of not less than 30 minutes each day.

8.2 Employees who work more than two hours from the commencement of the school day shall be entitled to a paid morning tea break of 10 minutes each day.

8.3 To meet the needs of the school, the principal may vary the time at which the lunch and morning tea breaks are taken and may stagger lunch breaks.

9. Allowances

9.1 First-aid Allowance

9.1.1 A first-aid allowance as set out in Item 1 of Schedule 3 of Part B is payable to approved employees holding a current St John Ambulance First-aid Certificate or its equivalent for undertaking first-aid duties.

9.2 Administration of Prescribed Medications Allowance

9.2.1 An administration of prescribed medications allowance as set out in Item 2 of Schedule 3 of Part B is payable to approved employees who have agreed to administer prescribed medications and have completed appropriate training. The allowance is paid only on days worked.

9.3 Health Care Procedures Allowance

9.3.1 A health care procedures allowance as set out in Item 3 of Schedule 3 of Part B is payable to approved teachers aides (special) who have agreed to perform health care procedures in accordance with agreed Department and Association guidelines and who have completed appropriate training. The allowance is paid only on days worked.

10. Appointments

10.1 Provisions relating to the appointment of employees shall be as set out below in subclauses 10.2 to 10.7 of this clause.

10.2 School Administrative Manager Positions

10.2.1 Where, in accordance with paragraph 4.4.1 of clause 4, Classifications, the level of a school administrative manager position is increased due to increased student enrolments, the incumbent, if permanent, may be directly appointed to the position on the recommendation of the principal and approval by the Director of Staffing Services or a delegated officer.

10.2.2 Where, in accordance with the said paragraph 4.4.1, the level of a school administrative manager position is reduced due to decreased student enrolments in a school:

- (i) the level of the position shall be placed on review from the commencement of Term 2 to the completion of Term 1 the following school year;
- (ii) the current rate of pay and level of the incumbent of that position shall continue for the period of review. The incumbent may apply for appointment to another school during the review period;
- (iii) should student enrolments not increase in the school on the conclusion of the review period, the incumbent of the position may:
 - (a) be directly appointed to the nearest suitable vacancy of an equal level;
 - (b) request retention in the current position at the lower level; or
 - (c) apply for appointment to a school administrative officer position. Such application will be given priority over school administrative officer transfer applications.

10.2.3 Where positions are not filled under the provisions of paragraphs 10.2.1 or 10.2.2 of this subclause, transfer applications on compassionate grounds from permanent school administrative managers shall be considered.

10.2.4 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following internal advertisement within the Department of Education and Training. All permanent employees, whether full-time or part-time, are eligible to apply.

10.2.5 Where the selection panel does not recommend an appointment following internal advertisement, the position may be advertised in the press.

10.3 School Administrative Officer Positions

10.3.1 Applications for transfer from permanent school administrative officers shall be considered in the first instance.

10.3.2 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.4 School Support Officer Positions

10.4.1 Applications for transfer from permanent school support officers shall be considered in the first instance.

10.4.2 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.5 Teachers Aide Positions

10.5.1 Applications for transfer from permanent teachers aides shall be considered in the first instance.

10.5.2 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.6 Aboriginal Education Assistant Positions

10.6.1 Applications for transfer from permanent Aboriginal education assistants shall be considered in the first instance with preference given to a permanent Aboriginal education assistant whose position has been abolished.

10.6.2 Following placement of permanent Aboriginal education assistants under paragraph 10.6.1 of this subclause, remaining vacant positions shall be filled by merit selection following internal advertisement within the Department of Education and Training and the press.

11. Training and Development

11.1 The Department and the Association confirm a commitment to training and development for all employees. Employees recognise their obligation to maintain and update their skills. The Department recognises its obligation to provide employees with opportunities to maintain and update their skills.

11.2 Employees shall be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.

11.3 Training and development will be based on:

11.3.1 identified competencies in accordance with the NSW Public Sector Competencies Framework;

11.3.2 a focus on both current and future job needs and career path planning; and

11.3.3 recognition of each person's prior learning and building on this through the acquisition of new competencies.

11.4 Employees attending approved training and development activities during the hours of 7.30 am to 6.00 pm on a school day shall be regarded as being on duty.

- 11.5 Approved training and development activities shall be conducted, wherever possible, during the hours of 7.30 am to 6.00 pm on a school day. When employees (other than Aboriginal education assistants) attend Departmentally approved training activities conducted outside these hours, they are eligible to be paid overtime in accordance with provisions contained in clause 18, Overtime.
- 11.6 Employees shall be entitled to reimbursement of any actual necessary expenses regarding travel, meals and accommodation incurred in attending training and development activities.

12. Higher Duties Allowance

- 12.1 A permanent or long-term temporary employee 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:
- 12.1.1 satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the employee appointed to that position; and
- 12.1.2 the allowance paid will be the difference between the present rate of pay of the employee and the rate of pay to which they would have been entitled if appointed to that position; or
- 12.1.3 where the employee does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the principal as a proportion of the duties and responsibilities which are satisfactorily undertaken.
- 12.2 Employees who have relieved continuously for 12 calendar months or more, inclusive of school vacation periods, in the same higher-graded position are eligible for the payment of higher duties allowance for any leave which is taken during the ongoing period of relief.

13. Performance Management

- 13.1 The objective of performance management is to enhance the performance of the Department and to support the career development and aspirations of employees. All employees need to understand the role, accountabilities and performance standards that are expected of them. All employees are entitled to feedback and constructive support to improve performance.

14. Flexible Work Organisation

- 14.1 The Department and the Association agree to facilitate flexible work organisation in schools as follows:
- 14.1.1 The principal or employees in a school or other workplace may seek to vary its organisation in order to improve service to students and/or to improve employees' working arrangements, provided that:
- (i) the proposal can be implemented within the school's current overall staffing entitlement;
 - (ii) the proposal has the concurrence of the principal (or other responsible officer) and the majority of the employees;
 - (iii) the majority of the employees directly affected by the proposal concur;
 - (iv) consultation with staff, parents, students and relevant community groups is undertaken where appropriate; and
 - (v) consideration is given to equity and gender and family issues involved in the proposal.

15. Dispute and Grievance Resolution Procedures

- 15.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 15.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.
- 15.1.2 The principal/supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 15.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 15.1.4 Where the procedures in paragraph 15.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the General Manager of Industrial Relations and Employment Services of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 15.1.5 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

16. Leave

16.1 Adoption Leave

- 16.1.1 A permanent or long-term temporary employee adopting a child and who will be the primary care-giver shall be entitled to be granted adoption leave:
- (i) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (ii) for such period, not exceeding 12 months on a full-time basis, as the Director-General may determine, if the child has commenced school at the date of the taking of custody.
- 16.1.2 A permanent or long-term temporary employee who has been granted adoption leave may, with the permission of the Director-General, take leave:
- (i) full-time for a period not exceeding 12 months; or
 - (ii) part-time over a period not exceeding two years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two years.
- 16.1.3 Adoption leave shall commence on the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the employee.
- 16.1.4 A permanent or long-term temporary employee who will be the primary care-giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary

rate of pay for a period of nine weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period, if the employee completed not less than 40 weeks' of continuous service prior to the commencement of adoption leave.

- 16.1.5 Except as provided in paragraph 16.1.4 of this subclause, adoption leave shall be granted without pay.

16.2 Annual Leave Loading

- 16.2.1 A permanent or long-term temporary employee is entitled to payment of an annual leave loading of 17½ per cent on the monetary value of up to four weeks' recreation leave accrued in a leave year, subject to the provisions set out in paragraphs 16.2.2 to 16.2.4 of this subclause.

- 16.2.2 Where additional leave is accrued by a permanent or long-term temporary employee 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 four weeks' leave.

- 16.2.3 For the calculation of the annual leave loading, the leave year shall commence at the beginning of term one each year and shall end at the end of term four.

- 16.2.4 Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year. Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

16.3 Extended Leave

- 16.3.1 A permanent or long-term employee shall be entitled to extended leave of 44 working days on full pay after completing 10 years of service and a further 11 working days for each completed year of service after 10 years.

- 16.3.2 Payment for extended leave for permanent employees is calculated using the hourly rates designated in Schedule 1 multiplied by a factor of 1.058.

- 16.3.3 Part-time permanent and long-term temporary employees shall receive a pro rata proportion of the full-time entitlement.

16.4 Family and Community Service Leave

- 16.4.1 The Director-General shall, in the case of emergencies or in personal or domestic circumstances, grant to a permanent or long-term temporary employee some or all of the available family and community service leave on full pay.

- 16.4.2 Such cases may include but not be limited to the following:

- (i) compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
- (ii) accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (iii) emergency or weather conditions - such as when flood, fire or snow, etc., threaten property and/or prevent an employee from reporting for duty;
- (iv) other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

- 16.4.3 Attendance at court by a permanent or long-term temporary employee to answer a charge for a criminal offence, if the Director-General considers the granting of family and community service leave to be appropriate in a particular case.
- 16.4.4 A permanent or long-term temporary employee who is selected to represent Australia or the State as a competitor in major amateur sport (other than Olympic or Commonwealth Games).
- 16.4.5 A permanent or long-term temporary employee who holds 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 absence during normal working hours.
- 16.4.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a permanent or long-term temporary employee shall be the greater of the leave provided in subparagraphs (i) or (ii) of this paragraph.
- (i) 2½ days in the first year of service and, on completion of the first year's service, five days in any period of two years; or
- (ii) 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 employee.
- 16.4.7 If available family and community service leave is exhausted as a result of natural disasters, the Director-General shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in paragraph 16.12.3 of this clause, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to a permanent or long-term temporary employee.
- 16.4.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 16.12 of this clause shall be granted when paid family and community service leave has been exhausted.
- 16.5 Leave Without Pay
- 16.5.1 The Director-General may grant leave without pay to a permanent or long-term temporary employee if good and sufficient reason is shown.
- 16.5.2 Leave without pay may be granted on a full-time or a part-time basis.
- 16.5.3 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.
- 16.5.4 Leave without pay may be granted to long-term temporary employees, provided it does not extend beyond the end of the school year in which it is taken.
- 16.5.5 Where a permanent or long-term temporary employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.

- 16.5.6 Where a permanent or long-term temporary employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 16.5.7 A permanent or long-term temporary employee 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 Director-General.
- 16.5.8 A permanent or long-term temporary employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

16.6 Maternity Leave

- 16.6.1 A permanent or long-term temporary employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
- (i) for a period up to nine weeks prior to the expected date of birth; and
 - (ii) for a further period of up to 12 months after the actual date of birth.
- 16.6.2 A permanent or long-term temporary employee who has been granted maternity leave may, with the permission of the Director-General, take leave after the actual date of birth:
- (i) full-time for a period of up to 12 months; or
 - (ii) part-time for a period of up to two years; or
 - (iii) as a combination of full-time and part-time over a proportionate period of up to two years.
- 16.6.3 A permanent or long-term temporary employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 16.6.4 A permanent or long-term temporary employee who completed not less than 40 weeks of continuous service prior to the expected date of birth shall be paid at her ordinary rate of pay for a period not exceeding nine weeks or the period of maternity leave taken, whichever is the lesser period.
- 16.6.5 Except as provided in paragraph 16.6.4 of this subclause, maternity leave shall be granted without pay.
- 16.6.6 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.

16.7 Military Leave

- 16.7.1 During the period of 12 months commencing on 1 July each year, the Director-General may grant to a permanent or long-term temporary employee 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 employee's unit.
- 16.7.2 Up to 24 working days' military leave per year may be granted by the Director-General to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in paragraph 16.7.1 of this subclause.

16.7.3 At the expiration of military leave, the employee shall furnish to the principal a certificate of attendance signed by the commanding officer or other responsible officer.

16.8 Parental Leave

16.8.1 A permanent or long-term temporary employee is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:

- (i) 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;
- (ii) for a period not exceeding 12 months, less any short parental leave already taken by the employee as provided for in subparagraph 16.8.1(i) of this subclause in order to assume the primary care giving responsibilities.

16.8.2 Extended parental leave may commence at any time up to two years from the date of birth of the child.

16.8.3 A permanent or long-term temporary employee who has been granted parental leave may, with the permission of the Director-General, take such leave:

- (i) full-time for a period not exceeding 12 months; or
- (ii) part-time over a period not exceeding two years;
- (iii) partly full-time and partly part-time over a proportionate period of up to two years.

16.8.4 Parental leave shall be granted without pay.

16.8.5 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.

16.9 Recreation Leave

16.9.1 Full-time permanent and long-term temporary employees accrue 20 days' recreation leave per year. Full-time permanent and long-term temporary employees in the central and western divisions of New South Wales accrue 25 days' recreation leave per year.

16.9.2 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.

16.9.3 Recreation leave for permanent or long-term temporary employees is paid during the initial four weeks (five weeks central and western divisions) of the summer school holidays (excluding public holidays).

16.10 Sick Leave

16.10.1 If the Director-General is satisfied that a permanent or long-term temporary employee is unable to perform duty because of the employee's illness or the illness of a member of their family, the Director-General:

- (i) shall grant to the employee sick leave on full pay; and
- (ii) may grant to the employee sick leave without pay if the absence exceeds the entitlement of the employee under this award to sick leave on full pay.

16.10.2 Entitlements

- (i) Sick leave on full pay accrues to a permanent or long-term temporary employee at the rate of 15 days each school year. Any leave which is not taken accumulates.
- (ii) Sick leave on full pay accrues at the beginning of the school year. If an employee is appointed after the beginning of the school year, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
- (iii) All continuous service as a permanent or long-term temporary employee shall be taken into account for the purpose of calculating sick leave due. Where the service is not continuous, previous periods of service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- (iv) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave.
- (v) When determining the amount of sick leave accrued, sick leave granted on less than full pay shall be converted to its full pay equivalent.

16.10.3 Paid sick leave which may be granted to a permanent and long-term temporary employee in the first three months of service shall be limited to five days' paid sick leave, unless the Director-General approves otherwise. Paid sick leave in excess of five days granted in the first three months of service shall be supported by a satisfactory medical certificate.

16.10.4 No paid sick leave shall be granted to short-term temporary employees.

16.11 Sick Leave - Requirements for Medical Certificate

16.11.1 A permanent or long-term temporary employee absent from duty for more than three consecutive working days because of illness must furnish a medical certificate to the Director-General in respect of the absence.

16.11.2 A permanent or long-term temporary employee shall be put on notice in advance if required by the Director-General to furnish a medical certificate in respect of an absence from duty for three consecutive working days or less because of illness.

16.11.3 If there is any concern about the reason shown on the medical certificate, the Director-General, after discussion with the employee, may refer the medical certificate and the employee's application for leave to the Government Medical Officer for advice.

16.11.4 The nature of the leave to be granted to a permanent or long-term temporary employee shall be determined by the Director-General on the advice of the Government Medical Officer.

16.11.5 If sick leave applied for is not granted, the Director-General must, as far as practicable, take into account the wishes of the employee when determining the nature of the leave to be granted.

16.11.6 A permanent or long-term temporary employee may elect to have an application for sick leave dealt with confidentially by the Government Medical Officer in accordance with the general public service policy on confidentiality, as applies from time to time.

16.11.7 If a permanent or long-term temporary employee who is absent on recreation or extended leave furnishes to the Director-General a satisfactory medical certificate in respect of an

illness which occurred during the leave, the Director-General may grant sick leave to the employee if the period set out in the medical certificate is five working days or more.

16.11.8 Paragraph 16.11.7 of this subclause applies to all permanent or long-term temporary employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

16.11.9 The reference in this subclause 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 Director-General'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.

16.12 Sick Leave to Care for a Family Member

When family and community service leave provided for in subclause 16.4 of this clause is exhausted, a permanent or long-term temporary employee with responsibilities in relation to a category of person set out in paragraph 16.12.3 of this subclause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

16.12.1 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 three years. In special circumstances, the Director-General may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

16.12.2 If required by the Director-General, the permanent or long-term temporary employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

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

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this 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.

16.13 Sick Leave - Workers' Compensation

- 16.13.1 Pending the determination of an employee's worker's compensation claim and on production of an acceptable medical certificate, the Director-General shall grant sick leave on full pay for which the employee is eligible, followed, if necessary, by sick leave without pay or, at the employee's election, by accrued recreation leave or extended leave.
- 16.13.2 If liability for the worker's compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 16.13.3 A permanent or long-term temporary employee 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 employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.
- 16.13.4 If an employee notifies the Director-General that he or she does not intend to make a claim for any such compensation, the Director-General shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 16.13.5 A permanent or long-term temporary employee 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 an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 16.13.6 If the Director-General provides the permanent or long-term temporary employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 16.13.7 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*.

16.14 Sick Leave - other than Workers' Compensation

- 16.14.1 If the circumstances of any injury to or illness of a permanent or long-term temporary employee 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 employee on completion of an acceptable undertaking that:
- (i) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the employee; and

- (ii) in the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Department the monetary value of any such period of sick leave.

16.14.2 Sick leave on full pay shall not be granted to a permanent or long-term temporary employee who refuses or fails to complete an undertaking, except in cases where the Director-General is satisfied that the refusal or failure is unavoidable.

16.14.3 On repayment to the Department of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay shall be restored to the credit of the employee.

16.15 Study Assistance

16.15.1 Study assistance of up to three hours per week may be granted on full pay to permanent or long-term temporary employees who are studying on a part-time basis.

16.15.2 Approval of study assistance will be at Departmental convenience. Study assistance may be used for:

- (i) attending compulsory lectures or tutorials, where these are held during working hours; and/or
- (ii) necessary travel outside working hours to attend lectures, tutorials, etc., held during or outside working hours; and/or
- (iii) private study for an approved course.

16.15.3 Subject to the convenience of the school or centre, permanent or long-term temporary employees may choose to accumulate part or all of their hours of study assistance to attend compulsory field days or residential schools.

16.16 Special Leave

16.16.1 Jury Service

- (i) A permanent or long-term temporary employee shall, as soon as possible, notify the Director-General of the details of any jury summons served on the employee.
- (ii) A permanent or long-term temporary employee 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 Director-General a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.
- (iii) When a certificate of attendance on jury service is received in respect of any period during which a permanent or long-term temporary employee was required to be on duty, the Director-General shall grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Director-General shall grant, at the sole election of the employee, available recreation leave on full pay or leave without pay.

16.16.2 Witness at Court - Official Capacity

When a permanent or long-term temporary employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty.

Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at Court as a witness in an official capacity shall be paid by the Department.

16.16.3 Witness at Court - Other than in Official Capacity - Crown Witness

A permanent or long-term temporary employee 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:

- (i) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (ii) pay into the Treasury of the State of New South Wales all money paid to the employee 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.

16.16.4 Called as a Witness in a Private Capacity

A permanent or long-term temporary employee 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 employee's election, leave without pay.

16.16.5 Examinations

Special leave on full pay up to a maximum of five days in any one year shall be granted to permanent or long-term temporary employees for the purpose of attending at any examination approved by the Director-General.

Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

16.16.6 Association Activities

Special leave on full pay may be granted to permanent or long-term temporary employees who are accredited trade union delegates to undertake approved trade union activities as specified below:

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, Committee of Management or Council;
- (iii) annual conference of the Labor Council of NSW and the biennial Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Labor Council of NSW involving a public sector trade union which requires attendance of a delegate;
- (v) attendance at meetings called by the Department as and when required;
- (vi) giving evidence before an industrial tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of this subclause apply.

16.16.7 Training Courses

The following training courses will attract the grant of special leave as specified below:

- (i) Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members.
- (ii) 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:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (c) all travelling and associated expenses being met by the employee or the association;
 - (d) attendance being confirmed in writing by the Association or a nominated training provider.

16.16.8 Return Home when Temporarily Living Away from Home

Sufficient special leave shall be granted to a permanent or long-term temporary employee who is temporarily living away from home as a result of work requirements to return home once each month to enable such employees to spend two days and two nights with their family. If the employee wishes to return home more often, they may be granted extended leave or leave without pay, if the operational requirements allow.

16.16.9 Return Home when Transferred to New Location

Special leave shall be granted to a permanent or long-term temporary employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award or successor instrument.

16.16.10 A permanent or long-term temporary employee 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 employee to participate in the National Day celebrations.

17. Travelling Compensation

17.1 Excess Travelling Time

A permanent or long-term temporary employee, other than an Aboriginal education assistant, directed by the Director-General to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

- 17.1.1 payment calculated in accordance with the provisions contained in this subclause; or
- 17.1.2 if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.

17.2 Compensation under paragraphs 17.1.1 or 17.1.2 of this clause shall be subject to the following conditions:

- 17.2.1 on a non-working day - all time spent travelling on official business;
- 17.2.2 on a working day - subject to the provisions of subclause 17.5 of this clause, all additional time spent travelling before or after the employee's normal hours of duty;

- 17.2.3 period for which compensation is being sought is more than a quarter of an hour on any one day.
- 17.3 No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.
- 17.4 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.
- 17.5 Compensation for excess travelling time shall exclude the following:
- 17.5.1 time normally taken for the periodic journey from home to headquarters and return;
- 17.5.2 any periods of excess travel of less than 30 minutes on any one day;
- 17.5.3 travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
- 17.5.4 time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided;
- 17.5.5 travel not undertaken by the most practical available route;
- 17.5.6 working on board ship where meals and accommodation are provided;
- 17.5.7 any travel undertaken by an Aboriginal education assistant whose salary includes an "all incidents of employment" component;
- 17.5.8 travel overseas.

17.6 Waiting Time

When a permanent or long-term temporary employee, other than an Aboriginal education assistant, is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.

17.7 Payment

Payment for travelling time calculated according to subclauses 17.1 and 17.3 of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\text{Annual salary} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{Normal hours of work}}$$

- 17.8 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.
- 17.9 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.
- 17.10 Meal Allowances

A permanent or long-term temporary employee who is authorised by the Director-General to undertake a one-day journey on official business which does not require the employee to obtain overnight

accommodation shall be paid the following allowances as described at Items 4 and 5 of Schedule 3 of Part B:

- 17.10.1 breakfast when required to commence travel at or before 6.00 am and at least one hour before the prescribed starting time;
- 17.10.2 an evening meal when required to travel until or beyond 6.30 pm; and
- 17.10.3 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 employee's normal headquarters at the time of taking the normal lunch break.

18. Overtime

18.1 The provisions of this clause shall not apply to Aboriginal education assistants who receive a rate of pay which covers all incidents of employment.

18.2 Rates

Overtime shall be paid at the following rates:

18.2.1 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:

- (i) For employees, other than Aboriginal education assistants, working under the hours averaging provisions of subclause 7.4 of clause 7, Hours, who are directed to work overtime after 6.00 pm on a weekday following seven hours of normal work.
- (ii) For employees, other than Aboriginal education assistants, not working under the hours averaging provisions of the said subclause 7.4, who are directed to work overtime on a weekday following seven hours of normal work.

18.2.2 Saturday

All overtime directed to be 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.

18.2.3 Sundays

All overtime directed to be worked on a Sunday at the rate of double time.

18.2.4 Public Holidays

All overtime directed to be worked on a public holiday at the rate of double time and one half.

18.3 If an employee is absent from duty on any working day during any week in which directed overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

18.4 An employee who works directed overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three hours' work at the appropriate rate.

18.5 Meal Breaks and Allowances

18.5.1 An employee who works directed overtime is entitled to a meal break as follows:

- (i) an employee not working under the averaging of hours scheme as provided at subclause 7.4 of clause 7, Hours, who is required to work overtime on weekdays for 1½ hours or more after the employee's ordinary hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;
 - (ii) an employee working under the averaging of hours scheme as provided at the said subclause 7.4, who is required to work overtime on weekdays beyond 6.00 pm and until or beyond 8½ 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;
 - (iii) an employee 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.
- 18.5.2 Meal allowances are set out in Item 6 of Schedule 3 of Part B and are payable for meal breaks taken as above, if an adequate meal has not been provided by the Department and:
- (i) the time worked is directed overtime;
 - (ii) the employee incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so;
 - (iv) overtime is not being paid in respect of the time taken for the meal break.

18.6 Rest Periods

- 18.6.1 An employee who works overtime shall be entitled to be absent until eight consecutive hours have elapsed.
- 18.6.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight consecutive hours off duty, then such employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

18.7 Recall to Duty

- 18.7.1 An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three hours' work at the appropriate overtime rates.
- 18.7.2 The employee shall not be required to work the full three hours if the job can be completed within a shorter period.
- 18.7.3 A recall to duty commences when the employee 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.
- 18.7.4 An employee recalled to duty within three 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.
- 18.7.5 This subclause shall not apply in cases where it is customary for an employee to return to the Department's premises to perform a specific job outside the employee'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 hours unless the actual time worked is three or more hours.

19. Transferred Employees' Compensation

- 19.1 The provisions of the Crown Employees (Transferred Employees Compensation) Award, or successor instruments, will apply to permanent and long-term temporary employees.

20. Deduction of Association Membership Fees

- 20.1 The Association shall provide the Department with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 20.2 The Association shall advise the Department 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 Department at least one month in advance of the variation taking effect.
- 20.3 Subject to subclauses 20.1 and 20.2 of this clause, the Department shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.
- 20.4 Monies so deducted from employees' pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- 20.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 20.6 Where an employee has already authorised the deduction of Association 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.

21. No Further Claims and No Industrial Action

- 21.1 Except as provided under the *Industrial Relations Act* 1996, prior to 30 June 2007 there shall be no further claims and no industrial action by the parties to this award in relation to matters contained in paragraphs 4.1.1, 4.1.2 and 4.1.3 of clause 4, Classifications, and subclause 5.3 of clause 5, Rates of Pay.
- 21.2 The parties acknowledge that the Memorandum of Understanding between the Association and the Public Employment Office in full and final settlement of IRC Matter No. 3817 of 2004 includes a no extra claims commitment that is applicable to classifications covered by this award.

22. Area, Incidence and Duration

- 22.1 This award shall apply to all employees as defined in clause 2, Definitions.
- 22.2 This award rescinds and replaces the Crown Employees (School Administrative and Support Staff) Award published 1 December 2000 (320 I.G. 974) and all variations thereof.
- 22.3 This award takes effect on and from 21 January 2005 and remains in force until 30 June 2007.

PART B**Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Assistants) - Rates of Pay**

1.1 Permanent School Administrative and Support Staff

	Rate of pay from the first pay period to commence on or after 1.7.2004 \$ p/h
School Support Officer	16.70
School Administrative Officer	18.73
School Administrative Manager - Level 1	21.67
Level 2	22.27
Level 3	22.90
Level 4	23.59

	Rate of pay from the first pay period to commence on or after 1.7.2003 (\$ p/h)
Teachers Aide (Braille Transcriber, Ethnic, Sign Interpreter, Special) - (for progression on these rates see clause 6) Junior	11.92
Following 12 months of service or at age 20	14.09
1	17.16
2	17.45
3	18.68
4	19.91
Teachers Aide (Pre-school) - (for progression on these rates see clause 6) Junior	11.92
Following 12 months of service or at age 20	14.09
1	16.54
2	16.84
3	17.16
4	17.45

1.2 Long-term Temporary School Administrative and Support Staff

	Rate of pay from the first pay period to commence on or after 1.7.2004 (\$ p/h)
School Support Officer	17.67
School Administrative Officer	19.82
School Administrative Manager - Level 1	22.93
Level 2	23.56
Level 3	24.23
Level 4	24.96

	Rate of pay from the first pay period to commence on or after 1.7.2003 (\$ p/h)
Teachers Aide (Braille Transcriber, Ethnic, Sign Interpreter, Special) - (for progression on these rates see clause 6) Junior Following 12 months of service or at age 20	
1	12.60
2	14.90
3	18.17
4	18.47
5	19.76
6	21.06
Teachers Aide (Pre-school) - (for progression on these rates see clause 6) Junior Following 12 months of service or at age 20	
1	12.60
2	14.90
3	17.51
4	17.82
5	18.17
6	18.47

1.3 Short-term Temporary School Administrative and Support Staff

	Rate of pay from the first pay period to commence on or after 1.7.2004 (\$ p/h)
School Support Officer	19.21
School Administrative Officer	21.54
School Administrative Manager	
Level 1	24.92
Level 2	25.61
Level 3	26.34
Level 4	27.13
	Rate of pay from the first pay period to commence on or after 1.7.2003 (\$ p/h)
Teachers Aide (Braille Transcriber, Ethnic, Sign Interpreter, Special) - (for progression on these rates see clause 6) Junior Following 12 months of service or at age 20	
1	13.71
2	16.18
3	19.74
4	20.08
5	21.49
6	22.90
Teachers Aide (Pre-school) - (for progression on these rates see clause 6) Junior Following 12 months of service or at age 20	
1	13.71
2	16.18
3	19.04
4	19.38

3	19.74
4	20.08

Schedule 2 - Aboriginal Education Assistants - Rates of Pay

(For progression on these rates see subclause 6.3)

2.1 Permanent Aboriginal Education Assistant

	Rate of pay from the first pay period to commence on or after 1.7.2003 (\$ p/h)
Junior	12.13
Following 12 months of service or at age 20	15.09
1	18.59
2	19.11
3	19.80
4	20.33
5	20.89
6	21.42

2.2 Long-term Temporary Aboriginal Education Assistant

	Rate of pay from the first pay period to commence on or after 1.7.2003 (\$ p/h)
Junior	12.83
Following 12 months of service or at age 20	15.96
1	19.67
2	20.21
3	20.96
4	21.52
5	22.10
6	22.70

2.3 Short-term Temporary Aboriginal Education Assistant

	Rate of pay from the first pay period to commence on or after 1.7.2003 (\$ p/h)
Junior	13.95
Following 12 months of service or at age 20	17.36
1	21.38
2	21.97
3	22.76
4	23.39
5	24.02
6	24.65

Schedule 3 - School Administrative and Support Staff - Allowances

Item No.	Clause No.	Brief Description	Amount
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1	9.1.1	First-aid allowance - Permanent staff Temporary staff	30.59 cents per hour 32.36 cents per hour
2	9.2.1	Administration of prescribed medications allowance - Permanent and temporary staff	18.50 cents per hour
3	9.3.1	Health care procedures allowance - Permanent and temporary staff	40 cents per hour
4		Meal allowances on one-day journeys - Capital Cities and High-cost Country Centres: (see list at Item 5)	
	17.10.1	Breakfast allowance	\$18.40
	17.10.2	Evening meal allowance	\$35.40
	17.10.3	Lunch allowance	\$20.55
		Other Centres:	
	17.10.1	Breakfast allowance	\$16.40
	17.10.2	Evening meal allowance	\$32.40
	17.10.3	Lunch allowance	\$18.75
5	17.10	Capital Cities: Adelaide Brisbane Canberra Darwin Hobart Melbourne Perth Sydney	n/a
		High-cost Country Centres: Ballarat (Vic) Broome (WA) Burnie (Tas) Carnarvon (WA) Christmas Island Cocos (Keeling) Islands Dampier (WA) Devonport (Tas) Gold Coast (Qld) Horn Island Jabiru (NT) Karratha (WA) Kununurra (WA) Newcastle (NSW) Newman (WA) Northam (WA) Pt Hedland (WA) Pt Lincoln (SA) Thursday Island Tom Price (WA) Weipa (Qld) Wollongong (NSW)	n/a
6	18.5.2	Overtime meal allowances - Breakfast Lunch Dinner Supper	\$20.55 \$20.55 \$20.55 \$8.10

The allowance rates listed at Items 4 and 6 and the cities and centres listed at Item 5 shall be adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 or successor award, or as approved from time to time by the Director-General of the Premier's Department

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

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(1780)

SERIAL C3538**WESTMEAD HOSPITAL REDEVELOPMENT PROJECT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Thiess Pty Ltd.

(No. IRC 2 of 2005)

Before Commissioner Tabbaa

18 January 2005

AWARD**1. Arrangement**

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Annexure A

Annexure B

2. Objectives

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

- (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
- (m) Improved wages and conditions for all employees working on the project;
- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) The parties recognise that it is an objective of the Unions that all employers should have in place Enterprise Agreements with the relevant union or unions.
- (q) Compliance with the NSW Government Construction Industry Code of Procurement.

3. Definitions

"Award" means this Name of Award made between the Parties.

"Thiess" means Thiess Pty Ltd of 26 College Street Sydney.

"Code of Procurement" means the New South Wales Government Code of Procurement.

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

"Employer" means Thiess Pty Ltd and/or any subcontractor/s engaged to work on the Project.

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

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

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

"Monitoring Committee" means the committee established under clause 10 of this Award.

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

"Practical Completion" means the completion of the Project where the building is fit for occupancy and/or purpose.

"Project Milestones" means the milestones listed in 6.3(d) as amended by the Monitoring Committee from time to time.

"Project" means construction works contracted to Thiess Pty Ltd and any subsequent variations at Westmead Hospital, Westmead. The Project involves the redevelopment of facilities and health services at Westmead.

"Project Manager" means the Project Manager (Delivery) for the Project appointed by Thiess Pty Ltd from time to time.

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

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

4. Application

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

5. Duration

- 5.1 This Award shall operate on and from 1 November 2004 until Practical Completion.

6. Industry Standards

- 6.1 Superannuation and Redundancy
 - (a) The Parties acknowledge that a contribution of \$95.00 per week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The above contribution will increase so that the minimum payment made for superannuation shall be \$100.00 from 1 July 2005. The minimum payment made for superannuation for apprentices/trainees working on the project shall be \$50.00 per week.
 - (b) The Employers will make a contribution of \$61 per week for each employee into ACIRT or MERT or other schemes approved by the parties. The employers shall make a contribution of no less than \$40.00 per week for apprentices/trainees working on the project.
- 6.2 Top Up/24 Hour Income Protection Insurance
 - (a) Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the UPLUS scheme or other similar schemes, which are approved by the parties to this Award.
- 6.3 Project Productivity Allowance
 - (a) Productivity Allowance
 - (i) A productivity payment linked to works completed against the construction program shall apply to the Project. The Employer will pay a productivity allowance for employees engaged on the Project of \$2.00 per hour for each hour worked on the Project, in exchange for the observance of this Project Award and the program milestones detailed in this clause.
 - (ii) The productivity allowance will be paid on a flat basis and does not attract any penalty or premium.
 - (iii) The Project Manager will determine whether the Milestones have been achieved in consultation with the Monitoring Committee. Where there is disagreement on the

achievement of a milestone the matter shall be resolved in accordance with clause 10, Dispute Resolution.

(b) Payment of the Productivity Allowance

The parties agree that the Productivity Allowance is paid only if the Programme Milestones are met and the procedures in the Project Award are adhered to. The Productivity Allowance will be calculated and paid as follows:

- (i) The Project Manager will review the progress of the Works in line with the programme and will verify the achievement of the applicable milestones in consultation with the Monitoring Committee;
- (ii) Where the relevant milestones are achieved, the performance payment shall be \$2.00 per hour payable for each hour of time worked by Employees;
- (iii) Payment shall be made progressively as part of their weekly wages;

(c) Failure to achieve Milestones

In the event that a monthly Target is not achieved, the Monitoring Committee shall meet with the Project Manager to determine:

- (i) The reason why the Target was not achieved;
- (ii) The action required to catch up to the Target;

If a relevant milestone is not achieved, the productivity allowance will cease being paid. However, if in the following period work catches up to the program and the relevant program is achieved, productivity allowance payments will recommence and shall include payments for the preceding period(s) not paid.

The Monitoring Committee shall be advised monthly or as needed, by the Project Manager on the status of the Project as measured against the milestones.

(d) Project Milestones

The Project Milestone Dates are:

Westmead Hospital Redevelopment Project Assessment of Progress		
	Project Milestones	Date (Monthly)
Milestone 1	Infill Building	14 April 2006
Milestone 2	Refurbishment of Cancer building	14 June 2007
Milestone 3	Women's Health and Baby care facilities	31 August 2007
Milestone 4	Renal Services	30 June 2008
Milestone 5	Engineering Services	30 June 2008

Individual progress within each of the above-mentioned milestones will be developed with the submittal of the Guarantee Construction Sum for that particular milestone and will be clearly communicated to the workers on site.

The Productivity allowance referred to in this clause is not intended to affect any similar "productivity/site allowance" otherwise payable under a building award or enterprise agreement as defined. Where it is not explicit, this productivity allowance is in lieu of the multi-storey allowance and any special rates allowances payable under the relevant Parent Award.

6.4 Transport Drivers

(a) Employees - Rates of Pay

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

(b) Contract Carrier

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

(c) GST

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

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

7.1 Induction

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

7.2 Environment, Health and Safety Plans

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

7.3 The Safety Committee

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

7.4 Safety Procedures

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

7.5 OH&S Industry Induction

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

7.6 Formwork Safety

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

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

8. Alcohol & Drug Procedure

The parties are committed to ensuring that no persons enter the Project under the influence of alcohol or illegal drugs. The following points outline key elements of the Company's approach on the Project:

- 8.1 Not at Work - In the interest of Safety no persons will be allowed access to the Project if under the influence of alcohol or drugs. Thiess, Employees and the Unions will work together to encourage all

persons to work safely and not under the influence, and all will work together to ensure that any persons that may be under the influence are identified and not permitted to access the Project.

- 8.2 Assistance - Where a person is found to have been under the influence of drugs or alcohol at work, that person will be provided with assistance and support by their Employer (for example, support provided through the Building Trades Group of Unions Drug and Alcohol Program).
- 8.3 Counselling and Disciplinary Process - Where a person is found to be under the influence of drugs or alcohol on the Project the relevant counselling / disciplinary procedure that applies will be invoked.
- 8.4 Clear Communication to All - This position will be clearly communicated to all persons on the Project. This will include explanation at the Project Induction, and the display of the procedure on the Project and/or education on related matters by the Building Trades Group of Unions Drug & Alcohol Program.

9. Safety Procedures

No Employee will be required to work in or on an unsafe area or process on the Project. Where a safety concern has been identified by the safety committee, that may prevent work from occurring in any area, the safety committee will make recommendations to management regarding the matter. Where this involves a cessation of work, work shall cease in the immediate affected area only. Priority will be given to rectifying unsafe access areas. If any access areas are unsafe, Employees will use alternative safe access.

Should an issue arise over whether one or more work areas are safe or not, or where an area is deemed to be unsafe, the following procedures shall apply:

- 9.1 Employees shall not leave the Project unless directed to do so by their Employer in the event of an emergency;
- 9.2 Immediate inspection of the affected work areas will be carried out by both Thiess and Employee representatives of the safety committee;
- 9.3 Thiess in conjunction with the Safety Committee will select the sequence of inspections of areas;
- 9.4 The inspection shall identify the safety rectification work required in each area;
- 9.5 As safety rectification work is agreed for each area, all relevant Employees shall immediately commence such rectification works;
- 9.6 Upon verification that such rectification has been completed, normal work will resume progressively in each area;
- 9.7 Should any dispute arise as to the rectification work required to any area, then Thiess will immediately call the designated WorkCover Authority inspector to recommend the rectification work.

Nothing in this Clause shall negate or contradict any rights and or obligations under the *Occupational Health and Safety Act 2000*.

10. Dispute Resolution

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

10.1 Employer Specific Disputes

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

- (a) Discussion between those directly affected;

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

10.2 Project Wide Disputes

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

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

10.3 Demarcation Disputes

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

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

10.4 Procedures to prevent Disputes Regarding Non- Compliance

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

11. Monitoring Committee

- 11.1 The Parties may establish a committee to monitor the implementation of this Award.
- 11.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 11.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
 - (a) developing more flexible ways of working;
 - (b) enhancing occupational health and safety;
 - (c) productivity plans, and
 - (d) compliance with Award and other statutory requirements by employers.
- 11.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

12. Productivity Initiatives

12.1 Learning Initiatives

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

12.2 Inclement Weather

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

12.3 Rostered Days Off

- (a) Subject to Clause 27 a procedure for the implementation of Rostered Days Off (RDO's) will be agreed on the Project. The purpose which is to:
 - (i) increase the quality of working life for Employees; and
 - (ii) increase the productivity of the Project.
- (b) A roster of RDO's will be prepared, following consultation with the workforce and parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.

12.4 Maximising Working Time

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

12.5 Hours of Work

Ordinary hours of work shall be 8 hours per shift between 6.00am and 6.00pm Monday to Friday. However, ordinary hours may commence from 5.00am by agreement between the Employer, Employee and relevant Union.

13. Immigration Compliance

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

14. Long Service Compliance

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

15. No Extra Claims

The Parties agree that they will not pursue extra claims in respect of matters covered by this Award (including but not limited to any claim for a disability allowance) during the term of this Award whether or not such terms or conditions are prescribed by this Award.

16. No Precedent

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

17. Single Bargaining Unit

This Award was negotiated by the Labor Council of New South Wales on behalf of the Unions and by Thiess in its own right and on behalf of the Employers.

18. Union Rights

The Parties to this award acknowledge the right of employees to be active union members and respect the right of the union to organize and recruit employees. The Parties to this award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

18.1 Visiting Union Officials

- (a) Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the *Occupational Health and Safety Act* and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.

- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to the Employers and the Project Manager by the Union.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Statutory Employer requirements.

18.2 Workplace Delegates

Definition

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

(a) Rights of the Delegate

- (i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.
- (ii) The delegate shall have the right to approach or be approached by any employee of the employer to discuss industrial matters with that employee during normal working hours.

- (iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:

moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;

changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;

disrupting duly organised meetings.

- (iv) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:

at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;

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

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

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

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

- (v) In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following rights:
- the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
- at least 10 days paid time off work to attend relevant Union training courses/forums;
- paid time off to attend meetings of delegates in the industry, as authorized by the relevant union.
- (vi) The employer of a delegate shall provide to the delegate the following:
- a lockable cabinet for the keeping of records;
- a lockable notice board for the placement of Union notices at the discretion of the delegate;
- access to a meeting room;
- use of the telephone for legitimate union business;
- from existing resources, and when required access to:-
- a word-processor, typewriter, or secretarial support at the workplace;
- personal computers (PC), CD ROM, E-mail and the Internet at the workplace;
- a photocopier or facsimile machine.
- (vii) There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace.

19. Australian Content

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

20. Protective Clothing

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

(a) Safety Footwear

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

(b) Clothing

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

(c) Jackets

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

- 20.2 In circumstances where any Employee(s) of Employers are transferred to the project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue for this Project until the expiry of the calendar year or on a fair wear and tear basis.
- 20.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause
- 20.4 Employers will consult with the Labor Council of NSW to be provided with a list of Australian Manufacturers who do not use illegal or exploited labour in the manufacture of their work clothes.

21. Workers Compensation and Insurance Cover

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

- (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 21.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the employer shall notify the relevant union immediately
- 21.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

22. Apprentices

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

23. Training and Workplace Reform

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

24. Project Death Cover

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

25. Anti-Discrimination

- 25.1 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.
- 25.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 25.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms of operation, has a direct or indirect discriminatory effect.
- 25.4 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 25.5 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 25.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

26. Personal/Carers Leave

26.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 26.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the Employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:

a spouse of the Employee; or

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

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

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

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

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

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

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

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

26.2 Unpaid Leave for Family Purpose

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 26.1 (c)(ii) above who is ill.

26.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 26.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

26.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 26.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 26.4(a), the Employee shall be paid overtime rates in accordance with the award.

26.5 Make-up Time

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

26.6 Rostered days off

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

27. Project Close-Down Calendar

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

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

SITE CALENDAR 2004

Saturday	October 2	
Sunday	October 3	
Monday	October 4	Labor Day Public Holiday
Tuesday	October 5	RDO
Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	RDO (if applicable)

SITE CALENDAR 2005

Saturday	January 1	New Year's Day
Sunday	January 2	
Monday	January 3	New Year's Day Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO

Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

28. Code of Conduct

The Parties to the Project recognise that construction work is being undertaken within an operational hospital environment. All employees engaged on the Project must understand that a failure to behave in a responsible and considerate manner may have a significant adverse impact that may be detrimental to the Project and the client.

The Code of Conduct for the Project can be found at Annexure C.

The Code will be clearly communicated to all employees on the Project. This will include explanation at the site induction and the clear display of the Code on the Project. The expected behaviour on the Project will be regularly communicated to all employees during toolbox talks.

Breaching the Code

Breaches of the Code of Conduct will not be tolerated. Where an allegation that a breach has occurred the Project Manager, or their nominee, shall investigate the matter. In the instance that an allegation is substantiated employees shall be dealt with in accordance with the Dispute resolution clause of this Award. An employee will be removed from the Project where there have been two (2) substantiated allegations against them.

29. Leave Reserved

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

"Notwithstanding subclause 10.4(a) if an employer is identified as paying his or her employees "all-in payments" then such payments shall be deemed to be the employees ordinary rate of pay for all purposes of this Project Award and other industrial instruments which apply to such employees for the duration of the project. In such circumstances, all employees of the employer working on the project shall obtain the benefit of the higher rate of pay plus the conditions of this Project Award."

ANNEXURE A

(PARTIES)

Part 1

EMPLOYERS:

Thiess Pty Ltd

and any subcontractors engaged to work on the Project.

Part 2

UNIONS:

The Labor Council of New South Wales (The Labor Council)

Construction Forestry Mining and Energy Union, New South Wales Branch

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

Transport Workers Union (TWU)

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

ANNEXURE B

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

**EMPLOYER/LABOUR SUPPLIER
DETAILS**

As specified in passport or other identity document)

Family Name: _____

Business Name: _____

Given Name(s): _____

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

Business Street Address: _____

Date of Birth: _____

Type of Business: _____

Nationality: _____

Passport Number: _____

Name of Contact Person: _____

Visa Number: _____

Telephone: _____

Visa Expiry Date: _____

Fax: _____

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier and a representative of a principal contractor and authorised trade union officer on request.

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

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

**THE COMPLETED FORM SHOULD BE
FAXED TO 1800 505 550**

Employee Signature: _____

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

Date: _____

ANNEXURE C

General Code for Building works

The Code of Conduct will apply to all employees working on the Project. Building works shall occur in the vicinity of and within operational areas of the Hospital. As a result of this all employees shall be required to comply with two different level of behaviour according to what section of work they are engaged on the Project.

Level 1- General Building works

The following behaviour is unacceptable in all areas of the Project:

Smoking (unless in designated areas)

Offensive behaviour

Sexual harassment

Display of offensive material

Acting in a manner that may endanger hospital staff, patients and/or visitors

No parking of vehicles on the site

Level 2- Works occurring in operational areas

In addition to those areas covered in level 1, employees working in operational areas of the hospital shall be required to:

Read and sign a prohibited employment declaration

Not to use mobile phones within 2 metres of ward devices

Not to use 2 way radio's within the wards

Dress in an appropriate manner

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

(1026)

SERIAL C3527**TIP TOP BAKERIES (FAIRFIELD) NUW AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by George Weston Foods Pty Limited trading as Tip Top Bakeries.

(No. IRC 110 of 2005)

Before Commissioner McKenna

25 January 2005

AWARD

Clause No. Subject Matter

PART A

1. Definitions
2. Contract of Employment
3. Classifications
4. Rates of Pay
5. Allowances
6. Hours of Work
7. Overtime
8. Meal Breaks
9. Public Holidays
10. Leave
- 10A Personal/Carer's Leave
11. Occupational Superannuation
12. Introduction of Change
13. Disputes Procedure
14. Consultative Committee
15. Area, Incidence and Duration
16. Rights of Union Members
17. Anti-Discrimination
18. Redundancy
19. Renegotiation

PART B**MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A**1. Definition**

In this award:

"Full-time Employee" means a weekly employee engaged to work an average of 38 hours per week.

"Part-time Employee" means a weekly employee engaged to work on a standard roster of hours of less than 38 hours per week.

"Seasonal Employee" means a weekly employee paid by the hour and engaged for a varying number of hours each week to accommodate seasonal variations in production and sales requirements, with the ordinary hours of work not to exceed 38 hours per week.

"Casual Employee" means an employee paid by the hour and engaged and paid as such with the ordinary hours of work not to exceed 38 hours per week.

"Tradesperson" means a person who has completed an indentured course, relevant to his/her work area.

"Apprentice" means a person who has completed an indentured course, relevant to his/her work area.

"Leading Hand" means an employee appointed as such by the Company and who, while working under supervision, gives instruction to and/or is responsible for work done by other employees.

"Union" means the National Union of Workers, New South Wales Branch.

"Company" means George Weston Foods Limited trading as Allied Bakeries at 311 The Horsley Drive, Fairfield.

"Weekly Employee" means a full-time, part-time or seasonal employee.

2. Contract of Employment

- 2.1 Employees shall be engaged on a full-time, part-time, seasonal or casual basis.
- 2.2 Subject to subclauses 2.4 and 2.6 of this clause, the employment of full-time, part-time and seasonal employees may be terminated during the first three months, probationary period, of employment by one day's notice on either side and after three months completed employment by one week's notice given on either side at any time during the week, or by the payment or forfeiture, as the case may be, or wages for the required period of notice. Casual employees shall be employed on an hourly basis. Casuals who have worked in the area on a regular basis for three months or more and are appointed to a seasonal or permanent employee shall be exempt from the three months' probationary period.
- 2.3 The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and classification of, or the type of work performed by, the employee.
- 2.4 Nothing in this award shall affect the right of the Company to dismiss any employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct. Payment for outstanding monies will be made available to the employee at the time of termination; if this is impracticable due to weekend work, then it will be made available on the next working day or the earliest possible time.
- 2.5 An employee not attending for duty shall lose pay for the actual time of such non-attendance, except where such non-attendance is subject to clause 10, Leave, or clause 9, Public Holidays.
- 2.6 Subject to the said clauses 9 and 10, an employee who is absent without permission from work for a continuous period of three days without reasonable cause shall be deemed to have abandoned employment. Termination of employment by abandonment in accordance with this subclause shall operate from the day of the last attendance at work or the last day's absence in respect of which consent was granted, whichever is the later.
- 2.7 Employees are responsible for the care and safekeeping of all issues to them and will return each article to the Company on request or on termination of employment.
- 2.8 Employees shall perform such work as the Company shall reasonably require. The employees shall work reasonable overtime, day work and shift work as provided by the terms of this award.

2.9 Part-time Employees

- (a) Subject to this subclause, the provisions of this award shall apply to part-time employees.
- (b) Part-time employees are entitled to annual leave, long service leave, bereavement leave and jury service in accordance with clause 10, Leave.
- (c) Part-time employees are entitled to sick leave in accordance with paragraph 10.2(c) of the said clause 10, in the proportion their ordinary hours bear to working 38 hours per week.
- (d) Part-time employees, when on leave in accordance with the said clause 10 and for public holidays in accordance with the said clause 9, shall, subject to leave entitlement, be paid the hours for each day of absence included in their roster.

2.10 Seasonal Employees

- (a) Subject to this subclause, the provisions of this award shall apply to seasonal employees.
- (b) Seasonal employees shall accrue annual leave, long service leave and sick leave in the proportion their ordinary hours worked bear to working 38 hours per week and are entitled to leave provisions of clause 10, Leave.
- (c) Seasonal employees, when on leave in accordance with the said clause 10 and for public holidays in accordance with clause 9, Public Holidays, shall, subject to leave entitlement, be paid the hours for each day of absence included in their roster.
- (d) The engagement of a seasonal employee shall be deemed to be continuous, notwithstanding any periods where the employee is neither on leave nor at work, except if the employee is formally advised in writing of termination by the Company or confirmation of resignation or termination by the employee. Periods where the employee is neither on leave nor at work will not count for purposes of accrual of leave entitlements.
- (e) The insertion of seasonal employee provisions in this award arises from a desire of the Company, employees and Union to promote effective, flexible, permanent employment arrangements, in place of casual employment. The parties will, every three months, review, through the Consultative Committee, the effectiveness of the provision included, with particular reference to the minimum hours worked on a daily and weekly basis, the continuity of work available on a weekly basis, and seasonality and variation of the hours involved.
- (f) Seasonal employees shall be entitled to the parental leave provisions as set out in the *Industrial Relations Act 1996*.

2.11 Hygiene

- (a) Food and drink may only be consumed in areas designated by the Company.
- (b) Jewellery shall not be worn in any area of production with the exception of plain band ring and sleepers for pierced ears.
- (c) Appropriate clothing including head cover must be worn at all times.
- (d) Smoking is not permitted within buildings (including covered loading docks) or Company vehicles.

2.12 Training

To facilitate multi-skilling it will be necessary, from time to time, for employees to train other employees on the job. Such teaching will not change the classification or the rate of pay of the teacher unless a formal Company-based qualification as a trainer has been obtained.

2.13 Movement of Employees

An employee will, at the request of his/her supervisor, be required to perform any duties within his/her range of skills or abilities and in any area, section or department requiring those skills, including work within a lower classification. During such a transfer, the conditions of work, e.g. hours and breaks, applicable within the new area, section or department will apply. This provision shall not affect the requirement for an employee to work no more than five hours without a meal break.

2.14 Cleaning

An employee will maintain his/her equipment and work area in a clean and tidy condition as per Company standard.

3. Classification

Level 1

An employee of Level 1 undertakes, for a period of up to three months, induction training which may include instruction on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, food industry hygiene, equal employment opportunity and quality control assurance.

General Description

An employee at this level performs routine and repetitive duties essentially of a manual nature and, to the level of his/her training:

- (1) performs general labouring cleaning duties, including tidying of work area, stacking crates, removing rubbish, etc.;
- (2) exercises minimal judgment;
- (3) works under direct supervision;
- (4) maintains sanitation/hygiene of the work area;
- (5) demonstrates good housekeeping procedures;
- (6) undertakes structured training so as to enable him/her to progress to higher levels.

Level 2

An employee on Level 2 has completed structured training so as to enable the employee to perform work within the scope of this level.

General Description

An employee at this level performs work above and beyond the skills of a Level 1 employee and, to the level of his/her training:

- (1) works under routine supervision or instruction, either individually or in a team environment;

- (2) understands and undertakes basic quality control assurance procedures including the ability to recognise basic quality deviations/faults;
- (3) reads instructions, records activities and utilises basic statistical control procedures.

Indicative of the tasks which employee at this level may perform are the following:

repetition work on automatic, semi-automatic or single purpose machines or equivalent;
use of selected hand tools;

keeping of simple records;

use of hand trolleys and pallet trucks;

assistance in the provision of on-the-job training;

routine repetitive tasks;

basic customer service and liaison;

maintenance of sanitation/hygiene of work area;

awareness of hygiene and importance of microbiological containment;

basic keyboard skills (employees who are employed under the award as at June 1999, who do not currently have keyboarding skills, will not be penalised and, if this skill is required, they will be given the opportunity for the appropriate training for the position).

Production Strand

A Level 2 production employee must be capable of the following:

performing general product handling, labouring and cleaning duties; and

monitoring line operation at a work station for quality and consistency.

Packaging Strand

A Level 2 packaging employee must be capable of the following:

maintaining sanitation of area;

loading baskets or cartons;

stacking pallets;

operating wrapping, bagging, packaging machine or thurn ties;

identifying correct wrap (film) bags or packets;

knowing correct product varieties;

monitoring quality of both product and packaging; and

following orders and production runs.

Level 3

An employee on Level 3 has a general knowledge of the Company's operations as it relates to producing or packaging processes. Such an employee shall be trained and capable of operating flexibly on more than one workstation.

General Description

A Level 3 employee performs work above and beyond the skills of an employee at Level 2 and, to the level of his/her training:

- (1) is responsible for the quality of his/her own work subject to routine supervision;
- (2) works under routine supervision either individually or in a team environment;
- (3) exercises discretion within his/her level of skills and training;
- (4) is trained to operate machinery and equipment required in the performance of his/her work.

Indicative of the tasks which an employee at this level may perform are the following:

relieving despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which goods are ordinarily sold), delivering, documenting and recording of goods, materials and components;

basic inventory control in the context of a production process;

basic keyboard skills;

boiler attendant;

operation of mobile equipment including forklifts, overhead cranes and which operation;

ability to assess product quality and maintain basic statistical records; and

assistance in the provision of on-the-job training.

Production Strand

A Level 3 production employee must be capable of the following:

- understanding the milling operation;
- operating affiliated machinery (Budpak); and
- understanding the depositors and how to operate and adjust.

Packaging Strand

A Level 3 packaging employee must be capable of the following:

- understanding the penny packers and operating wrappers;
- operating affiliated equipment (thurn ties, baggers);
- understanding the Redetron and Betti packager; and

operating bulk bag sewing equipment.

Level 4

An employee on Level 4 is an employee who holds an appropriate trades certificate, or an employee of equivalent standing, who has a sound knowledge of the Company's operation as it relates to production, packaging or sales processes. Such an employee shall be trained and capable of operating flexibly on more than one workstation under limited supervision.

General Description

Indicative tasks performed at this level are:

- (1) machine setting, loading and operations and more than one machine;
- (2) basic quality checks on work of others;
- (3) lubrication of machinery and equipment;
- (4) assistance in the provision of on-the-job training;
- (5) recognition and identification of quality faults, or machine operation faults, rejection of sub-standard products;
- (6) exercise keyboard skills.

Production Strand

A Level 4 production employee must be capable of the following:

recognising and weighing ingredients;

monitoring batter quality and adjusting accordingly;

monitoring crumb quality (colour and moisture) and adjusting accordingly; and

understanding the cooking process and operating machinery.

Packaging Strand

A Level 4 packaging employee must be capable of the following:

responsibility for make up and assembly of orders;

checking orders;

despatching deliveries; and

receiving and checking returns.

Level 5

An employee on Level 5 is required to exercise skills and knowledge above and beyond an employee at Level 4 and to the level of his/her training.

General Description

Indicative tasks performed at this level are:

understand and apply quality control techniques;

- exercise good interpersonal communication skills;
- exercise keyboard skills;
- exercise discretion within the scope of this grade;
- perform work under limited supervision either individually or in a team environment;
- perform work which, while primarily involving the skills of the employee's training, incidental or peripheral to the primary task and facilitate the completion of the whole tasks, such incidental or peripheral work would not require additional formal technical training;
- be able to inspect products and/or materials for the conformity with established operational standards;
- be able to evaluate, analyse and recommend changes to work station problems and procedures;
- within the production strand a Level 5 employee has a high understanding of cooking technology and practice, including recipe interpretation and mixing processes and is capable of operating flexibly throughout the production area; and
- sound knowledge and understanding of HACCP, ISO 9000 AND OH&S requirements and regulations.

Level 6

An employee of Level 6, who may hold a trade certificate, may be responsible for task allocation, work scheduling within a plan, training staff, work performance assessment of staff and recommendations for engagement, termination or promotion of staff.

Such an employee exercises skills, knowledge and discretion above and beyond a Level 5 employee, and to the level of his/her training.

General Description

Indicative tasks performed at this level are:

- is able to set up, operate and adjust all machinery and equipment relevant to his/her work area;
- provides guidance and assistance as part of a work team;
- exercises discretion within the scope of this level;
- works under generic supervision either individually or in a team environment;
- understands and implements quality control techniques;
- exercises keyboard skills; and
- sound knowledge and understanding of HACCP, ISO 9000 and OH&S requirements and regulations.

Production Strand

A Level 6 production employee must be responsible for any operational section; the employees of this level must be completely competent with all machinery, equipment and systems relating to this operational section (i.e. equal standard to each operator).

4. Rates of Pay

- 4.1 The minimum rates of pay for full-time employees, except apprentices, shall be as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 4.2 Part-time and seasonal employees shall be paid an hourly rate of 1/38th of the appropriate weekly rate of pay.
- 4.3 The hourly rate for a casual employee shall be calculated by dividing the appropriate weekly rate of pay by 38 and adding 15 % (casual loading), plus 1/12 holiday loading.
- 4.4 Junior employees shall receive the wage rate as per the set out in the said Table 1, reflective of the classification level for which they are employed.
- 4.5 Apprentices shall receive the following percentages of the Level 4 wage rate as set out in the said Table 1, depending on the stage of their apprenticeship:

	%
1st Year	51
2nd Year	58
3rd Year	67
4th Year	82

5. Allowances

5.1 Early Start

For all ordinary hours worked between 6.00 p.m. and 6.00 a.m., an employee shall be paid at the rate of 30% above the ordinary rate of pay.

5.2 Saturday Work

All ordinary hours worked on a Saturday shall be paid at the rate of 50% above the ordinary rate of pay.

5.3 Sunday Work

All ordinary hours worked on a Sunday shall be paid at the rate of 100% above the ordinary rate of pay.

5.4 Public Holiday Work

All time worked on a public holiday shall be paid at the rate of 150% above the ordinary rate of pay.

5.5 First Aid

An employee appointed by the employer as a first-aid attendant and who is qualified shall be paid the amount set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

5.6 Meal

An employee required to work overtime for two hours or more after finishing time on any day shall be paid the amount as set out in Item 2 of the said Table 2 for meal money, unless 24 hours' notice has been given.

5.7 Laundry

Uniforms where required by the Company shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive the amount per week extra as set out

in Item 3 of the said Table 2. The Company shall supply three sets of uniforms, as appropriate for the duties performed.

5.8 Leading Hands

An employee, except an employee classified on Level 6, who performs the work of a leading hand shall be paid an allowance, depending on the number of employees supervised, as set out in Item 4 of Table 2.

6. Hours of Work

6.1 The ordinary hours of work for a full-time employee will be an average of 38 hours per week.

6.2 Roster of Hours

- (a) The ordinary hours of work will be notified to each employee full-time, part-time and seasonal and shall specify the hours of work. An employee's roster shall not be changed without consent, unless seven days' notice is given, or with agreement by the majority of employees effected.
- (b) Any change to the general organisation of hours of work shall be the subject of consultation with the Consultative Committee and the employees involved or affected and, at their request, the Union. Specific consideration will be given to the work requirements, appropriate leisure time arrangements and occupational health and safety. Any disagreement shall be dealt with in accordance with clause 13, Disputes Procedures.

6.3 Daily Limitation of Ordinary Hours

(a) Full-time

Ordinary hours shall be worked over not more than five days (which may include Saturday or Sunday) and the number of ordinary hours prescribed herein may not be less than four on any day, or more than 12 on any day.

(b) Casual, Part-time or Seasonal

The ordinary hours of casual, seasonal or part-time employees shall not exceed 12 per day with a minimum payment on any day of four hours.

(c) Ordinary Hours in Excess of 10 Hours on any Day

Ordinary hours on any day shall not exceed 10 hours except where such arrangement has first been considered and agreed upon with the majority of the employees involved, with specific consideration of occupational health and safety, improved leisure time and appropriate work place arrangements.

7. Overtime

7.1 All time worked in excess of 38 hours per week, or in excess of the daily rostered hours, shall be overtime and paid as follows:

(a) All Employees

(i) Monday to Friday

Time and one half for the first two hours and double time thereafter, calculated on a daily basis.

(ii) Saturday

Shall stand alone and be paid time and one half for the first two hours and double time thereafter.

(iii) Sunday

Shall stand alone and be paid double time.

(iv) Public Holiday

Shall stand alone and be paid double time and one half.

7.2 When overtime is worked, it shall, wherever reasonably practicable, be so arranged that an employee shall have at least 10 consecutive hours off duty between the work of successive days.

If, on the instruction of the Company, such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid at double time until the employee has had 10 consecutive hours off duty without loss of pay, for ordinary hours occurring during such an absence.

7.3 Where overtime is not continuous with the ordinary hours of work, there shall be a minimum payment of four hours.

7.4 Full-time and part-time employees will be offered first preference of ordinary hours of work and overtime hours of work before casuals, in line with business requirements.

8. Meal Breaks

8.1 Each day's work shall be worked in an unbroken shift except for meal breaks or refreshments.

8.2 Non-paid meal breaks shall be as arranged between the Company and the employee, but in no case shall the meal breaks of an employee exceed one hour in the aggregate in any one day, and not less than half an hour in any one break, unless mutually agreed by the Company and employee; provided that an employee shall not be required to work more than five hours without a break for a meal, except in emergency situations.

8.3 During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than 20 minutes' duration in aggregate, and not less than five minutes for any one break, in such manner as to not interfere with the continuous running of the establishment.

9. Public Holidays

9.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day or any other gazetted public holiday are observed and special days appointed by proclamation for the district as public holidays shall be holidays under this award. Employee Picnic Day (which shall be held on the third Wednesday in February each year or such other day as may be agreed between the employee and the Company) shall also be observed as a holiday. No deduction shall be made from the pay of a weekly employee in any week in which any of the above-named holidays fall if the employee is not required to work on any such holidays.

9.2 An employee required to work on any of the holidays named in subclause 9.1 of this clause shall, for all time worked on any such holidays, be paid in accordance with clause 5, Allowances.

- 9.3 An employee absent without leave on the working day immediately preceding an award holiday or holidays, or on the working day immediately succeeding such holiday or holidays, shall forfeit wages for the days of absence, including the holiday or holidays, except where such absence is due to illness of the employee or to another reasonable cause, proof whereof shall be upon the employee.

10. Leave

10.1 Annual Leave

- (a) See *Annual Holidays Act 1944*.

- (b) Payment during Annual Leave

In addition to payments received for annual leave periods, calculated in accordance with the *Annual Holidays Act 1944*, all weekly employees shall, in addition, be paid a loading the greater of:

- (1) 17.5% of their ordinary pay for the period of leave; or
 - (2) the Early Start, Saturday Work or Sunday Work allowances, payable as set out in subclause 5.1 of clause 5, Allowances, in relation to their roster which would have been worked during the period of leave.
- (c) The entitlements prescribed in paragraph (b) of this subclause shall not apply to:
- (1) pro rata leave on termination;
 - (2) accrued leave on termination, except when the employment of an employee is terminated by the Company for reasons other than those prescribed in subclauses (v) and (vi) of clause 2, Contract of Employment; and
 - (3) annual leave taken wholly or partly in advance, provided that the loading shall be paid if and when an employee's leave entitlement falls due.
- (d) In the event of annual leave closedown, an employee shall receive the entitlements prescribed in paragraphs (b) and (c) of this subclause on a pro rata basis.

10.2 Sick Leave

- (a) A weekly employee who, after not less than three months' continuous service with the employer, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct shall be entitled to be paid at ordinary-time rates of pay for the time of such non-attendance, subject to the following conditions and limitations:
- (1) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
 - (2) The employee shall, as soon as reasonably practicable, immediately notify the Company of an inability to attend for duty and, as far as practicable, state the estimated duration of the absence.
 - (3) The employee shall provide a doctor's certificate or proof as required by the Company of an inability, on account of illness or injury, to attend for duty on the day or days for which sick leave payment is claimed.
 - (4) An employee is entitled to take up to two single days' sick leave in any calendar year without the production of a medical certificate.

- (5) The employee's sick leave payments are to be calculated based on the daily hours worked by his/her normal shift (at ordinary time rates of pay).
- (b) For the purpose of this clause continuous service shall be deemed not to have been broken by:
- (1) any absence from work on leave granted by the Company; or
 - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall fall upon the employee);
 - (3) provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (c) A full-time employee shall be entitled to paid sick leave not in excess of:
- (1) three and one third hours for each month of service during the first year of employment;
 - (2) 48 hours during the second year of employment;
 - (3) 64 hours during the third year of employment;
 - (4) 80 hours during the fourth and subsequent years of employment.
- (d) Part-time or seasonal employees are to be paid a proportionate amount of sick pay in accordance with their hours of work.
- (e) Sick leave shall accumulate for year to year, subject to continuous employment, provided that an employee shall not be entitled to accumulate sick leave for more than 792 hours from the end of the year in which its accrues.

10.3 Bereavement Leave

- (a) An employee on the death of a person prescribed in subparagraph (1)(c)(ii) of clause 10A, Personal/Carer's Leave, will be entitled on notice to leave including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period to a maximum of three ordinary days' work. In the case of attendance of a funeral of such relation outside Australia, such leave shall be without deduction of pay for a maximum of three days' work. Proof of such death shall be furnished by the employee to the satisfaction of their employer, if so requested, together with proof of attendance in the case of a funeral outside of Australia.
- (b) Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, the employee shall be entitled to one day only, unless they can demonstrate to their employer that additional time up to a period of three days was justified.

10.4 Long Service Leave

See *Long Service Leave Act 1955*.

10.5 Parental Leave

See Chapter 2, Part 4 of the *Industrial Relations Act 1996*.

10.6 Workers' Compensation and Rehabilitation

See *Workers' Compensation Act 1987*.

10.7 Jury Service

- (a) A weekly employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time that would have been worked had the employee not been on jury service.
- (b) An employee shall notify the Company as soon as possible of the date required to attend for jury service. Furthermore, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

10A. Personal/Carer's Leave

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (c)(ii) of this subclause, who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 10.2 of clause 10, Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with the subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of the person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, stepchild, foster child or ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of the employee on a bona fide domestic basis;
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

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

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (1)(c)(ii) of this clause who is ill.

(3) Annual Leave

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

(4) Time Off in lieu of Payment for Overtime

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

(5) Make-up Time

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

11. Occupational Superannuation

In accordance with the trust deed and subject to section 124 of the *Industrial Relations Act 1996*, employees shall be entitled to join the appropriate Company superannuation fund or industry superannuation fund. Contributions shall comply with legislative and trust deed requirements.

12. Introduction of Change

12.1 Company's Duty to Notify

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

12.2 Company's Duty to Discuss Change

- (a) The Company shall discuss with the employees affected the introduction of the changes referred to the subclause 12.1 of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause 12.1 of this clause.
- (c) For the purposes of such discussion, the Company shall provide in writing the employees concerned all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that the Company shall not be required to disclose confidential information, the disclosure of which would be inimical to the Company's interests.
- (d) Furthermore, in the event that the Company was to transfer or re-locate Hotplate production to another site, the Company where practical and possible would hold discussions with employees and the Union at least three months prior.

13. Disputes Procedure

Subject to the *Industrial Relations Act 1996*, any grievance, dispute or claim arising out of or relating to this award shall be dealt with the following manner:

- (i) Should any matter arise which gives cause for concern to an employee, the employee shall raise the matter with the immediate supervisor.
- (ii) If the matter remains unresolved, it shall be referred to the Union delegate who shall consult with the appropriate representative of the Company.
- (iii) If the matter remains unresolved, it shall be referred to the Secretary of the Union (or representative). This official shall discuss the matter with a senior representative of the Company.
- (iv) If the matter remains unresolved, it shall be submitted to the Industrial Relations Commission of New South Wales whose decision shall, subject to any appeal in accordance with the *Industrial Relations Act 1996*, be final.
- (v) Whilst the above procedure is being followed, work shall continue as normal in accordance with this award.
- (vi) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- (vii) The parties shall, at all times, confer in good faith and without undue delay.

14. Consultative Committee

A Consultative Committee has been established to help meet the goals of this site award.

The Consultative Committee shall consist of:

Four representative elected by the employees; and

Four representatives appointed by the Company.

The Consultative Committee shall be responsible for meeting once every three months to discuss any issues about the award as raised by the Company or employees.

15. Area, Incidence and Duration

15.1 Duration

This award shall take effect from the first pay period to commence on or after the 21 October 2004 and remain in effect until 21 October 2005.

15.2 This award rescinds and replaces the Tip Top Bakeries (Fairfield) Award 2002 published 22 August 2003 (341 I.G. 60).

15.3 This award shall prevail over the terms of the following awards (including any awards that replace the following awards) to the extent of any inconsistencies:

(a) The Grocery Products Manufacturing (State) Award; and

(b) The Pastry Cooks (State) Award.

16. Rights of Union Members

The Company recognises the right of all employees to become a member of the Union and to inform the Union of any alleged breach of this award and/or of any industrial legislation, and to receive the assistance of the Union in claiming any benefit to which the employee is entitled under this award and/or any industrial legislation. Moreover, the Company's standard "application for employment form" shall contain a section expressly authorising the Company to forward to the Union such details as are required for an application for membership of the Union and also expressly authorising the Company to deduct such amount by way of Union subscriptions as may apply from time to time under the rules of the Union, and to remit such subscriptions to the Union.

The Company shall recognise any duly accredited Delegate/s of the Union where it is advised by the Union that the person concerned has been elected/appointed as the Delegate in accordance with the rules of the Union, and shall afford such Delegate/s reasonable assistance in carrying out their Union duties and functions.

17. Anti-Discrimination

1. It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer's responsibility.
2. It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

Notes

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

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

18. Redundancy

- 18.1 Where the Company has made a definite decision that it no longer wishes the job an employee has been doing done by anyone and this is not done through the ordinary and customary turnover of labour, and that decision leads to the termination of employment of the employee, i.e. excess to requirements, the employee shall be entitled to the following redundancy payments:

Four weeks' notice or the payment of the balance between the actual notice given and four weeks.

Four weeks' payment for each year of service and uncompleted years will be paid on a pro rata basis.

The maximum redundancy payment to any employee shall be 60 weeks.

"Week's Payment" shall include base weekly rate, plus any ordinary-time shift penalties and allowances that were payable to the employee at the date of termination. It does not include overtime pay.

This clause shall not apply to apprentices or employees engaged for a specific period of time or for a specific task/s.

This clause shall apply to casuals where they have been engaged to work on a regular and systematic basis for a minimum of 12 continuous months. Payments would be calculated on a pro rata basis of average ordinary hours worked per week over the last 12 months.

Furthermore, this clause shall not apply where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice.

18.2 Outplacement

Where the employment is terminated on the grounds of redundancy, the Company shall provide the outplacement services to the employee at the Company's expense. The Company will discuss the selection and engagement of the provider(s) of outplacement services with the Union prior to their utilisation.

19. Renegotiation

The Company will commence discussions with the Union regarding a new award not less than three months prior to the nominal expiry date of this award. It is not expected that the Company's plant will be transferred to Chullora earlier than October 2005. In the event that a transfer is to occur earlier than October 2005, the Company will commence discussions with the Union no less than three months prior to the transfer.

Those discussions will include:

1. the agreement covering the work being performed at Chullora;
2. the transfers of employees to Chullora and any possible redundancies.

Continuity of employment shall not be broken where an employee transfers to Chullora.

20. Transmission of Business

This agreement shall apply to any employer, other than George Weston Foods Ltd, which is the successor, assignee or transmittee of all or any of the work.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Level	Amount per week effective on or after first pay period from 21/10/04 \$
1	534.74
2	567.13
3	599.55
4	648.25
5	680.66
6	713.08

Table 2 - Other Rates and Allowances

Item	Clause	Subject Matter	Amount effective from 21/10/04 \$
1	5.5	First-aid allowance	12.41 per week
2	5.6	Meal allowance for working two or more hours' overtime	9.85 per meal
3	5.7	Laundry allowance	1.60 per day
4	5.8	Leading hand allowance - In charge of: 3-10 employees 11-20 employees 21 or more employees	19.40 per week 32.62 per week 41.79 per week

D. S. McKENNA, Commissioner.

Printed by the authority of the Industrial Registrar.
(1617)

SERIAL C3583

LANDCOM (SALARIES 2004) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Landcom for a new award.

(No. IRC 82 of 2005)

Before Commissioner Cambridge

28 January 2005

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Area, Incidence and Duration
4.	Parties and Coverage
5.	Definitions
6.	Salaries
7.	Classifications
8.	Annual Leave Loading
9.	Anti-Discrimination
10.	Dispute Resolution
11.	No Extra Claims
12.	Savings of Entitlements
13.	Salary Increases
14.	Salaries Schedule

2. Title

This award shall be known as the Landcom (Salaries 2004) Award.

3. Area, Incidence and Duration

- (1) This award shall apply to all staff members employed by Landcom in accordance with the Act and replaces in full the following:
- (i) Crown Employees (Public Sector Salaries 2002) Award published 7 June 2002 (334 I.G. 1).
 - (ii) Crown Employees (Environmental Planning Officers 2003) Award published 27 August 2004 (346 I.G. 107).
 - (iii) Crown Employees (Senior Officers 1997) Award published 11 March 2005 (349 I.G.).
 - (iv) Any other award, agreement or determination that affected Landcom as a Division of the Department of Urban Affairs and Planning within the NSW Public Service.

- (2) Where there may be inconsistencies between this award and conditions of employment affecting staff of Landcom in previous, or other otherwise applicable, awards or agreements, the arrangements in this award shall prevail.
- (3) This award shall take effect from 1 July 2004 and shall remain in force until 30 June 2007.
- (4) This award complies with Section 19 of the *Industrial Relations Act 1996*.

4. Parties and Coverage

- (1) The parties to this award are Landcom and the Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.
- (2) The provisions of this award shall apply to staff members employed by Landcom.

5. Definitions

"Act" means the *Landcom Corporation Act 2001*.

"Association" means the Public Service Association and the Professional Officer's Association Amalgamated Union of New South Wales (PSA).

"Corporation" means Landcom as established by the Act.

"Chief Executive Officer" means the Managing Director of Landcom or a person authorised by the Managing Director.

"Staff member" means an employee, including a casual, temporary or term employee, of Landcom and, unless otherwise specified in this award, includes both full-time and part-time staff members.

"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 Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

"Workplace" means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.

6. Salaries

- (a) All staff members will be paid in accordance with the salary structures and rates set out in this award.
- (b) The employer shall pay salaries and other moneys to staff members on a fortnightly basis into a nominated account.

7. Classifications

The Salaries Schedule to this award contains a single Landcom Officer classification, divided into the three categories of Officer, Management and Senior Management.

Titles of Positions

All staff member shall have titles reflect their functional responsibility as determined from time to time by the Corporation.

Senior Management Category

- (a) The inclusion of positions in the Senior Management Category shall be at the discretion of the Chief Executive Officer of the Corporation.

- (b) Staff members appointed by the Chief Executive Officer to positions in the Senior Management Category shall require either one or more of the following:
 - (i) a degree qualification;
 - (ii) a qualification deemed to be equivalent,
 - (iii) an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as, but not limited to, engineering, surveying, valuing, real estate, land economics, and architecture;
 - (iv) equivalent demonstrated successful work experience;
- (c) Positions identified by the Corporation as having special requirements may not require the staff member appointed to have a degree qualification.
- (d) The Corporation shall from time to time undertake a formal review of positions included in the Senior Management classification to ensure the Corporation's needs are met.

8. Annual Leave Loading

- (a) From the first pay period on or after 1 March 2002, the base salary of all positions was increased by 1.35 per cent as compensation for the inclusion annual leave loading as an all purpose component of salary payments. This salary increase was made in lieu of separately payable annual leave loading.
- (b) Accrued Annual Leave Loading was fully paid, including pro-rata entitlements accrued prior to the date of effect of the Landcom (Salaries 2002) Award.

9. Anti-Discrimination

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

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

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

10. Dispute Resolution

- (1) Subject to the provisions of the *Industrial Relations Act 1996*, all grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within Landcom, if required.
- (2) A staff member is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, the Chief Executive Officer or delegate.
- (4) The immediate supervisor or other appropriate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the appropriate General Manager or their nominated representative.
- (6) If the matter remains unresolved, the General Manager or their nominated representative shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member may, at any stage of these procedures, request to be represented by the Association and Landcom will agree to such request.
- (8) Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The staff member, Association and Landcom shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in subclauses (1) to (8) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Landcom staff member or member of the public.

For the purposes of this clause, a "General Manager" is a Landcom manager reporting directly to the Chief Executive Officer.

11. No Extra Claims

This award is made on the basis that there will be no new salaries or condition claims arising from negotiation of productivity and efficiency improvements covered by this award or the Landcom (Conditions of Employment 2004) Award.

12. Savings of Entitlements

No staff member covered by this Award shall suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment as a consequence of the making of this Award.

13. Salary Increases

Salaries will be increased in accordance with the following table:

Date	Amount
2 July 2004	4 per cent
1 July 2005	4 per cent
14 July 2006	4 per cent

14. Salaries Schedule

Landcom Officer classification	From 4 July 2003	From 2 July 2004	From 1 July 2005	From 14 July 2006
Officer	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Level 1 Salary point 1	32,715	34,024	35,385	36,800
Level 1 Salary point 2	34,779	36,170	37,617	39,122
Level 1 Salary point 3	36,310	37,762	39,272	40,843
Level 1 Salary point 4	38,034	39,555	41,137	42,782
Level 2 Salary point 5	40,889	42,525	44,226	45,995
Level 2 Salary point 6	42,460	44,158	45,924	47,761
Level 2 Salary point 7	44,424	46,201	48,049	49,971
Level 3 Salary point 8	46,650	48,516	50,457	52,475
Level 3 Salary point 9	48,626	50,571	52,594	54,698
Level 3 Salary point 10	51,050	53,092	55,216	57,425
Level 4 Salary point 11	54,000	56,160	58,406	60,742
Level 4 Salary point 12	56,162	58,408	60,744	63,174
Level 4 Salary point 13	59,590	61,974	64,453	67,031
Management				
Level 5 Salary point 14	64,567	67,150	69,836	72,629
Level 5 Salary point 15	67,946	70,664	73,491	76,431
Level 5 Salary point 16	71,251	74,101	77,065	80,148
Level 6 Salary point 17	75,600	78,624	81,769	85,040
Level 6 Salary point 18	78,577	81,720	84,989	88,389
Level 6 Salary point 19	81,821	85,094	88,498	92,038
Level 7 Salary point 20	86,001	89,441	93,019	96,740
Level 7 Salary point 21	89,745	93,335	97,068	100,951
Level 7 Salary point 22	94,616	98,401	102,337	106,430
Senior Management				
Level 8 Salary point 23	102,678	106,785	111,056	115,498
Level 8 Salary point 24	107,200	111,488	115,948	120,586
Level 8 Salary point 25	112,285	116,776	121,447	126,305
Level 9 Salary point 26	112,511	117,011	121,691	126,559
Level 9 Salary point 27	120,443	125,261	130,271	135,482
Level 10 Salary point 28	124,473	129,452	134,630	140,015
Level 10 Salary point 29	136,637	142,102	147,786	153,697

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.
(168)

SERIAL C3298**FOOTWEAR MANUFACTURING INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4674 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete clause 16, State Apprenticeship Regulations, of the award published 22 February 2002 (331 I.G. 606), and insert in lieu thereof the following:

16. State Apprenticeship Regulations

- 16.1 See *Apprenticeship and Traineeship Act 2001*.

2. Delete the words "*Occupational Health and Safety Act 1983*", appearing in clause 34, Parental Leave, and insert in lieu thereof the following:

Occupational Health and Safety Act 2000

3. Delete subclause 52.3, of clause 52, Area, Incidence and Duration, and insert in lieu thereof the following:

52.3 The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 25 October 2004.

4. Delete the words "The Textile Clothing and Footwear Union of New South Wales" appearing in clause 57. Schedule "E" - Outdoor Work Agreements, and insert in lieu thereof the following:

Transport Workers' Union of New South Wales

P. J. SAMS *D.P.*

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(629)

SERIAL C3291

**TEACHERS (NON-GOVERNMENT PRE-SCHOOLS) (STATE) AWARD
2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4669 of 2004)

Before Mr Deputy President Sams

25 October 2004

REVIEWED AWARD

1. Delete the words "*Children (Care and Protection) Act 1988*" wherever appearing in the award published 9 August 2002 (335 I. G. 788), and insert in lieu thereof the following:

Children and Young Persons (Care and Protection) Act 1998

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

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

P. J. SAMS *D.P.*

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(519)

SERIAL C3352**PASTORAL EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4552 of 2004)

Before Mr Deputy President Grayson

22 October 2004

REVIEWED AWARD

1. Delete clauses 74A, Deduction of Union Membership Fees, and 75, Area, Incidence and Duration, of clause 1, Arrangement, of the award published 26 October 2001 (328 I.G. 1188) and insert in lieu thereof the following:

75. Deduction of Union Membership Fees
76. Area, Incidence and Duration

2. Delete the reference to clause 10 in the definition of "crutching" in clause 2, Definitions, and insert in lieu thereof the following:

clause 11

3. Renumber subclauses (i), (ii) and (iii) of clause 7, Contractors and Others, to read as subclauses (a), (b) and (c) respectively.

4. Delete the reference to clause 332 Provision of Sheep in subclause (b) of clause 16, Hours of Work of Shearing Employees, and insert in lieu thereof the following:

clause 32, Provision of Sheep

5. Delete paragraph (b)(vi) of the said clause 16 and insert in lieu thereof the following:

(vi) Nothing in this subclause derogates from the operation of the said clauses 32 and 40.

6. Delete the words "Birthday of the Sovereign" in subclause (a) of clause 19, Additional Rates for Work on Public Holidays, and insert in lieu thereof the following:

Queen's Birthday

7. Delete subclause (b) of clause 23, Mess and Cook, and insert in lieu thereof the following:

- (b) "Not found" employees - An employee engaged at a shearing or crutching at "not found" rates of pay will be responsible for his/her own rations and cooking.

Where a mess is established for "found" employees, "not found" employees may, with the approval of the employer, join the mess with those "found" employees and provide their own rations. Provided that

the employer shall have the right to supply a sufficient quantity of rations of good quality to start the mess and such rations shall be accepted and paid for by the mess.

8. Delete subclauses (e), (f), (g) and (h) of clause 37, Absence from Work, Leaving, Discharge, and insert in lieu thereof the following:
 - (d) In the case of a cook in a joint mess, if a majority of the "not found" members of the joint mess, after the employee has cooked for the joint mess for at least two days, request the employer to discharge the employee the employer shall thereupon discharge the employee, but, except as to payment for work done, shall not be liable in any way whatsoever in respect of the discharge made in consequence of such request.
 - (e) When an employee leaves or is discharged as provided in subclauses (c) or (d) of this clause, the employer will pay the employee in full to the extent of the work done by him/her after deducting any sum for which the employee is liable to the employer under this award (and if the employee is "not found") after deducting in addition to the award daily mess deduction per day or any higher rate per day that the majority of the members "not found" of the mess remaining fix for his/her share of the mess to the date of leaving, the amount deducted shall, after payment of the cook, be placed to the credit of the mess account.
 - (f) When an employee leaves employment otherwise than as provided in subclauses (c) or (d) of this clause, the employer shall deduct from the wages due to the employee the deduction specified in subclause (e) of this clause and, in addition, a shearer or crutcher shall forfeit not more than the amount as set out in Item 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, to the employer and as to other employees an amount equivalent to one day's wages or four runs work.
 - (g) An employee not attending for duty shall lose pay for the actual time of such non-attendance.
9. Delete the reference to subclauses (d) or (e) in subclause (g) of clause 39, Payment of Wages, and insert in lieu thereof the following:

subclause (c) or (d)
10. Renumber paragraphs (a) and (b) of subclause (i) of the said clause 39 to read as paragraphs (i) and (ii) respectively.
11. Renumber subclauses (i) and (ii) of clause 44, Supply of Soap, Water and Disinfectant, to read as subclauses (a) and (b) respectively.
12. Delete subparagraph (a)(i)(4) of clause 50, Rates of Pay, and insert in lieu thereof the following:
 - (4) Rural Tradesperson - A rural tradesperson shall mean a person who has been employed for a period of not less than three years:
 - (A) on farms, in orchards or vineyards, or on agricultural or pastoral holdings in connection with dairying, poultry, farming or bee keeping, or in the sowing, raising, harvesting or treating of grain, fodder, fruit or other farm produce, or in the management, rearing or grazing of horses, cattle sheep or other livestock, or the shearing or crutching of sheep, or the classing, scouring, sorting or pressing of wool, on any farm or station, or at other farm or station work; or
 - (B) in or in connection with the formation, tending, protection or regeneration of forests; or
 - (C) in flower or vegetable market gardens or nurseries; or
 - (D) at clearing, fencing, draining or otherwise preparing land for any of the purposes referred to above

and has completed the Rural Trades Course at T.A.F.E. or similar course or courses approved by the Rural Apprenticeship Training Committee upon application.

With keep - The rates prescribed for "without keep" less the amount as set out in the said Table 1.

13. Delete subclause (a) of clause 53, Payment of Wages, and insert in lieu thereof the following:
 - (a) The employer shall, if so required by the employees, pay the employees the full amount of their wages fortnightly, but may retain up to one week's wages until the employment terminates.
14. Delete the first paragraph of subclause (a) of clause 56, Public Holidays and Election Days, and insert in lieu thereof the following:
 - (a) Station hands not engaged as casuals shall be entitled to the following days as holidays without deduction of pay: Christmas Day; Boxing Day; New Year's Day; Australia Day; Good Friday; Easter Monday; Anzac Day; Queen's Birthday and Labour Day, or such other weekdays as the employer and the employees may mutually substitute beforehand in lieu of the said days.
15. Delete subclause (b) of the said clause 56 and insert in lieu thereof the following:
 - (b) If called on for duty on any day which he/she is entitled to enjoy as a holiday, the employee shall perform the duty as required and shall be entitled to payment for time worked at the rate of double time.
16. Delete clause 59, Personal/Carer's Leave, and insert in lieu thereof the following:

59. Personal/Carer's Leave

- (a) Use of Sick Leave
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person as set out in subparagraph (iii)(2) of this subclause who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 58, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee; or spouse or de facto spouse of the employee; or

- (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (iv) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (b) Unpaid Leave for Family Purpose
- An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (a)(iii)(2) of of this clause who is ill.
- (c) Annual Leave
- (i) An employee may elect, with the consent of the employer and 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 upon by the parties.
 - (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (d) Time Off in Lieu of Payment for Overtime
- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (ii) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (iii) If, having elected to take time as leave in accordance with paragraph (i) 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.
 - (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.
- (e) Make-up Time

- (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
17. Delete subclauses (c) and (e) of clause 60, Bereavement Leave, and insert in lieu thereof the following:
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (a)(iii)(2) of clause 59, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (b), (c), (d) and (e) of clause 59, Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
18. Delete clause 61, Redundancy, and insert in lieu thereof the following:

61. Redundancy

- (a) Application
 - (i) This clause shall apply to all full-time and part-time employees.
 - (ii) This clause shall apply in respect of employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of subclause (c) of this clause.
 - (iii) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's service and the general obligation on employers shall not be more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (iv) Notwithstanding anything elsewhere contained in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (b) Introduction of Change
 - (i) Employer's Duty to Notify
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs. Provided that, where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(ii) Employer's Duty to Discuss Change

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

(c) Redundancy

(i) Discussions before Terminations

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

(d) Termination of Employment

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

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from changes to production, program, organisation or structure, in accordance with subparagraph (b)(i)(1) of this clause.

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

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

3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

(ii) Notice for Technological Change

This paragraph sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with subparagraph (b)(i)(1) of this clause.

- (1) In order to terminate the employment of an employee, the employer shall give the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944* or any Act amending or replacing either of these Acts.

(iii) Time Off during the Notice Period

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

(iv) Employee Leaving during the Notice Period

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

(v) Statement of Employment

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

(vi) Notice to Centrelink

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

(vii) Transfer to Lower-paid Duties

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

(e) Severance Pay

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

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

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

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

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

(3) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with clause 3, Wages and Allowances.

(ii) Incapacity to Pay

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

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

(iii) Alternative Employment

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

(f) Savings Clause

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

19. Delete the first paragraph of clause 62, Fares and Travelling Expenses, and insert in lieu thereof the following:

Employees shall be allowed the fare actually paid from the place of engagement to the place of employment, provided that they continue to work for the employer for a period of three months. Provided they fulfil their duties for not less than 12 months, the employees shall be allowed the fare actually paid by them when they return from the place of employment to the place of engagement. Provided always that the employer shall have the right to make his/her own arrangements for the conveyance of the employee.

20. Delete clauses 74A, Deduction of Union Membership Fees, and 75, Area, Incidence and Duration, and insert in lieu thereof the following:

75. Deduction of Union Membership Fees

- (a) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (i) the employee has authorised the employer to make such deductions in accordance with subclause (b) herein;
 - (ii) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (iii) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (iv) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (b) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (c) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- (i) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (ii) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (d) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (e) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as

the case may be. The Union shall give the employer a minimum of two months' notice of any such change.

- (f) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (g) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
- (h) This clause shall take effect:
 - (i) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 11 April 2003.
 - (ii) In the case of employers who do not fall within paragraph (i) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 11 July 2003.
 - (iii) For all other employers, from the beginning of the first pay period to commence on or after 11 October 2003.

76. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Pastoral Employees (State) Award published on 3 July 1998 (305 I.G. 757) and all variations thereof.

The award published 3 July 1998 took effect on and from the first full pay period commencing on or after 3 June 1997.

The award shall apply to all employees classified herein within the jurisdiction of the Pastoral Employees (State) Industrial Committee except:

- (i) employees of the Crown;
- (ii) jackeroos;
- (iii) managers, overseers, engine drivers at shearing sheds, hutkeepers, bookkeepers, domestic cooks (as defined);
- (iv) bona fide students of a recognised university or college who work as station hands during the course of their studies to gain experience in the industry.

Provided that this award shall apply to students engaged as shed hands or generally useful hands for shearing or crutching operations.

This award shall not apply to shearing demonstrations or shearing schools, provided that such demonstrations or schools are conducted on a non-profit making basis.

This award shall also apply to employees classified herein within the jurisdiction of the Strappers, Grooms and Stablehands (State) Conciliation Committee.

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on 22 October 2004.

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

21. Delete the references to clause 39, Wet Sheep, wherever they appear in Schedule A - Agreements, and insert in lieu thereof the following:

clause 40, Wet Sheep

22. Delete the references to subclause (c) of clause 15, Hours of Work of Shearing Employees, wherever they appear in the said Schedule A and insert in lieu thereof the following:

subclause (b) of clause 16, Hours of Work of Shearing Employees

J. P. GRAYSON *D.P.*

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(563)

SERIAL C3311**PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4523 of 2004)

Before Mr Deputy President Grayson

22 October 2004

REVIEWED AWARD

1. Delete definition of "Association" in clause 1, Definitions, of the award published 18 January 2002 (330 I.G. 894), and insert in lieu thereof the following:

"Union" means the Health Services Union.

2. Delete definition of "Authority" in the said clause 1, and insert in lieu thereof the following:

"Authority" means the Public Employment Office established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

3. Delete definition of "Area Health Service" in the said clause 1, Definitions, and insert in lieu thereof the following:

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

4. Delete the word "Association" wherever appearing in the award, and insert in lieu thereof the following:

Union

5. Delete paragraph (a), of subclause (ii), Entitlement, of Part B, Adoption Leave, of clause 7, Maternity Leave and Adoption Leave, and insert in lieu thereof the following:

- (a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of nine weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

on a normal fortnightly basis

in advance in a lump sum

at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

6. Delete the words "*Public Sector Management Act 1988*" appearing in paragraph (b), of subclause (i), of clause 9, Long Service Leave, and insert in lieu thereof the following:
Public Sector Employment and Management Act 2002
7. Delete clause 20, Area, Incidence and Duration, and insert in lieu thereof the following new subclauses:

20. Area, Incidence and Duration

- (i) This Award Replaces the Public Hospital (Medical Superintendents) Award Published 25 May 1977 and Reprinted 8 November 1991 (265 Ig 1417), and All Variations Thereof, Except in Respect to the Classifications and Salaries of Chief Executive Officers and Deputy Or Assistant Chief Executive Officers.
- (ii) It shall apply to all officers as defined in clause 1, Definitions, of this award within the jurisdiction of the Public Health Employees (State) Industrial Committee.
- (iii) The award published 25 May 1977 took effect from the first pay period to commence on or after 15th day of May 1976, and the variations thereof incorporated herein.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 22 October 2004.
- (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

J. P. GRAYSON *D.P.*

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(726)

SERIAL C3320**CHARITABLE, AGED AND DISABILITY CARE SERVICES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4533 of 2004)

Before Mr Deputy President Grayson

22 October 2004

REVIEWED AWARD

1. Delete clause 1, Arrangement, of the award published 21 June 2002 (334 I.G. 601) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-Discrimination
4.	Employment Classifications
5.	Wages
6.	Remuneration Packaging
7.	Hours
8.	Roster of Hours
9.	Meals
10.	Overtime
11.	Permanent Part-time Employee
12.	Casual Employees
13.	Temporary Employment
14.	Climatic and Isolation Allowance
15.	Penalty Rates and Shift Allowances
16.	Live-in Housekeeper Remuneration
17.	Allowances for Special Working Conditions
18.	Public Holidays
19.	Annual Leave
20.	Annual Leave Loading
21.	Long Service Leave
22.	Sick Leave
23.	Personal/Carer's Leave
24.	Compassionate Leave
25.	Leave Without Pay
26.	Payment and Particulars of Wages
27.	Service Allowance
28.	Leading Hands

29. Higher Duties
30. Uniforms and Protective Clothing
31. Sleepovers
32. Live-in
33. Grievance and Dispute Resolution Procedures
34. Attendance at Meetings
35. Labour Flexibility & Mixed Functions
36. Promotions and Appointments
37. Emergency Telephone Calls
38. Parental Leave
39. Repatriation Leave
40. Union Representative
41. Apprentices
42. Redundancy
43. Termination of Employment
44. Notice Board
45. Accommodation and Amenities
46. Inspection of Lockers
47. Consultative Arrangements
48. No Extra Claims Commitment
49. Training
50. Leave Reserved
51. Reasonable Hours
52. Area, Incidence and Duration

PART B

Table 1 - Monetary Rates

Table 2 - Other Rates and Allowances

2. Delete the definitions of "A.S.A. "and "Association" in clause 2, Definitions, and insert in alphabetical order in lieu thereof the following:

"A.C.S." - means the Aged and Community Services Association of NSW and ACT Inc., a registered organisation of employers that is party to this award.

"Union" means the Health Services Union.

3. Delete the reference to the Health and Research Employees Association of New South Wales in section (ii)(b)(3)(B) of clause 4, Employment Classifications, and insert in lieu thereof the following:

Health Services Union

4. Delete the word "Association" wherever it appears in paragraphs (ii)(b), (xi)(f), (xi)(g) and (xi)(f) of clause 7, Hours, subparagraphs (i)(e)(1) and (i)(e)(2) of clause 23, Personal/Carer's Leave, subclause (iii) of clause 26, Payment and Particulars of Wages, and subparagraph (ii)(a)(1) of clause 42, Redundancy, and insert in lieu thereof the following:

Union

5. Delete clause 40, Association Representative, and insert in lieu thereof the following:

40. Union Representative

An employee-appointed Union representative shall, upon notification thereof in writing to the organisation, within 14 days of such appointment, or as soon as practicable thereafter, be recognised as the accredited representative of the Union and shall be allowed the necessary time, during working hours, to interview the employer on matters affecting employees.

6. Delete subclauses (i) and (ii) of clause 41, Apprentices, and insert in lieu thereof the following:
- (i) Contracted Apprentice means an employee who is serving a period of training under a training contract for the purpose of rendering him/her fit to be a qualified worker in the industry. Apprentices may be contracted to an organisation as Cooks or Gardeners.
 - (ii) Apprenticeship means an apprenticeship established under Division 3 of Part 2 of the *Apprenticeship and Traineeship Act 2001*.

7. Delete subclause (i) of clause 44, Notice Board, and insert in lieu thereof the following:

- (i) The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

8. Insert after clause 50, Leave Reserved, the following new clause:

51. Reasonable Hours

- (i) Subject to subclause (ii) of this clause, an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of the said subclause (ii), what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

9. Renumber clause 51, Area, Incidence and Duration, to read as clause 52.

10. Delete the said clause 52 and insert in lieu thereof the following:

52. Area, Incidence and Duration

- (i) This award shall apply to all employees employed by employers that are members of the A.C.S. and/or C.C.E.R., excluding those in the County of Yancowinna, who are:
 - (a) within the jurisdiction of the Voluntary Care Association Employees' (State) Conciliation Committee who come within the Constitution Rule of the Health Services Union; and/or
 - (b) employed by or in connection with voluntary, religious, charitable and non-profit making private retirement villages, nursing homes and hostels for the aged in the private health, health-related and aged care industries, and nursing homes for the disabled in the private disability services industry, and who come within the Constitution Rule of the Health Services Union; and/or
 - (c) employed by or in connection with other accommodation support services and/or community residential units for disabled persons owned, managed or conducted by voluntary, religious,

charitable and other non-profit making organisations in the private disability services industry and who come within the Constitution Rule of the Health Services Union.

- (ii) Provided that this award shall not apply to persons substantially engaged in counselling, social welfare advice and referral, assessment of disability, design of disability services programs, or community development work in connection with services for the disabled or social workers or social educators properly so-called; provided this exclusion does not apply to persons eligible to become members of the Health Services Union who are employed as Residential Care Workers or Residential Services Assistants, and persons primarily engaged in supervising the work performed by disabled persons, or in domestic duties in Sheltered Workshops for the disabled.
- (iii) Provided that, with respect to the Grand United Centenary Nursing Homes, employees employed prior to 15 July 1996 shall continue to be entitled to receive any benefit or benefits obtained in the Aged Care General Services (State) Award as varied which are greater than the benefit or benefits that are contained in this award.
- (iv) This award shall not apply to:
 - (a) Novices, aspirants or persons who have taken the vows of religious orders.
 - (b) Persons who are employed in providing home care services to clients in private residences which are not operated as an adjunct to a retirement village, nursing home, hostel, accommodation support service or community residential unit or where the provisions of the Miscellaneous Workers Home Care Industry (State) Award, as varied, apply.
- (v) This award rescinds and replaces the Charitable, Aged and Disability Care Services (State) Award published on 25 January 2002 (330 I.G. 1023) and all variations thereof. This award shall take effect on 26 October 2001 but by administrative action will commence from the beginning of the first pay period on or after 1 July 2001 and shall have a nominal term till 30 June 2003.
- (vi) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 22 October 2004.
- (vii) This award remains in force until varied or rescinded, the period for which it was made having already expired.

J. P. GRAYSON *D.P.*

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(649)

SERIAL C3542**TANNING INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 7543 of 2004)

Before Commissioner McLeay

27 January 2005

VARIATION

1. Delete paragraph (iii) (b), of clause 4, Wages of the Tanning Industry (State) Award, published 8 February 2002 (331 I.G. 157), and insert in lieu thereof the following:-
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2004. These adjustments may be offset against:
 - (1) any equivalent over award payments, and/or
 - (2) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof :-

PART B**MONETARY RATES****Table 1- Wages**

Classification	Former Rate	2004 SWC
	\$	\$
Group 1	448.40	467.40
Group 2	465.10	484.10
Group 3	487.60	506.60
Group 4	508.50	527.50
Group 5	542.20	561.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Rates	2004 SWC
			\$	\$
1	4 (ii)	Industry Allowance	19.30 per week	20.00
2	4 (vii)	Leading Hands in charge of 3 - 10 employees	20.70 per week	21.40

3	4 (vii)	Leading Hands in charge of 10 - 20 employees	31.40 per week	32.50
4	4 (vii)	Leading Hands in charge of more than 20 employees	39.80 per week	41.20
5	4 (viii)	First Aid Attendance	10.20 per week	10.60
6	6 (iii)	Fork Lift Allowance	0.45 per hour	0.47
7	12 (iii)	Meal Allowance - 1st Meal	9.85	10.20
8	12 (iii)	Meal Allowance - 2nd Meal	9.85	10.20
9	12 (iv)	Meal Allowance Cancellation of Overtime	9.85	10.20
10	13 (vii)	Meal Allowance Shift Workers	9.85	10.20
11	14	Special rates	0.45 per hour	0.47
12	36 (D) (iv) (a)	Super Contributions	15.70 per week	16.20

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 19 February 2005.

J. McLEAY, Commissioner.

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(140)

SERIAL C3555**CLUB EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 433 of 2005)

Before The Honourable Justice Schmidt

8 February 2005

VARIATION

1. Delete Table 2 - Other Rates and Allowances, of Part J, Monetary Rates, of the award published 26 November 2004 (347 I.G. 431) insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

- (i) On and from 8 February 2005:

Item No.	Part No.	Clause No.	Brief Description	Amount \$
1	B	9.5.2, 9.11.2, 9.17.2	Shift penalty	2.0096 per hour
2	B	9.5.2, 9.11.2, 9.17.2	Minimum payment	6.86 per day
3	B	9.5.3, 9.11.3	Broken shift penalty	9.97 per day
4	B	9.5.4, 9.11.4	Night shift penalty	13.25 per day
5	B	12.1.5(a)	Apprentices prof. allowance - 1st occasion	2.92 per week
6	B	12.1.5(b)	2nd occasion	4.85 per week
7	B	12.1.5(c)	3rd occasion	6.77 per week
8	C	21.1.1(i)	First-aid allowance	17.74 per week
9	B	9.15.4, 14.1.5, 14.1.6	Meal allowance	9.46 per occasion
10	C	22.1.1(i)	Clothing - Permanent employees	16.65 per week
11	C	22.1.1(ii)	Apprentices	6.98 per week
12	C	22.1.1(iii)	Casuals	2.46 per day
13	C	22.1.4	Shoe allowance only - Clothing - Permanent employees	3.84 per week
14	C	22.1.4	Apprentices	1.86 per week
15	C	22.1.4	Casuals	0.59 per day
16	C	22.1.9(i)	Laundry allowance - Permanent Employees	8.35 per week
17	C	22.1.9(ii)	Apprentices	3.77 per week
18	C	22.1.9(iii)	Cummerbund	1.05 per week
19	C	22.1.9(iv)	Casuals	2.46 per day
20	C	22.1.9(v)	Cooks	11.89 per week
21	C	22.1.9(vi)	Apprentice cooks	5.01 per week
22	C	22.1.9(vii)	Casual cooks	3.18 per day
23	C	20.1.1(i)	Meal provided - deduct	9.46 per week

24	C	20.1.1(ii)	Board and lodgings - deduct	90.36 per week
25	C	20.1.1(iii)	Lodgings only - deduct	43.14 per week
26	C	23.1.1	Tool allowance	9.60 per week
27	C	23.1.2	Apprentice tool allowance	5.82 per week

2. This variation shall take effect on and from 8 February 2005.

M. SCHMIDT *J.*

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(1694)

SERIAL C3599**BCMG MINE LEASE 1496 (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Blue Circle Southern Cement Limited.

(No. IRC 185 of 2005)

Before Commissioner Bishop

8 February 2005

VARIATION

1. Delete the award title of the award published 5 September 2003 (341 I.G 303), and insert in lieu thereof the following:

GALONG MINE LEASE 1496 (STATE) AWARD

2. Delete the reference to "BCMG" wherever appearing in the award, except for the definition of "BCMG" and "BCMG Quarries" as appears in subclause 2.1, of clause 2, Definitions, and insert in lieu thereof the following:

BCSC

3. Insert before the definition "BCMG" appearing in subclause 2.1, of clause 2, Definitions, the following new definition:

"BCSC Blue Circle Southern Cement Limited."

4. Delete clause 8, Classifications Etc, and insert in lieu thereof the following:

8. Classifications Etc

8.1 Classifications

Subject to this award, you shall be classified by BCSC into one of the following classifications:

Operator - Entry (Grade 1)

All employees, except for Mechanical/Electrical Tradespersons - Entry, shall be classified into this classification during the first three months of their employment (unless BCSC) determines a shorter period is appropriate) while they gain competency for a higher classification.

Operator - Attendant (Grade 2)

An employee in this classification shall perform:

- (a) plant attendant duties including but not limited to attending to and maintaining fixed plant and servicing and performing routine mechanical repairs to fixed and mobile plant; and
- (b) general duties including but not limited to manual work and clean up; and

- (c) any tasks ancillary to such duties.

Operator - Mobile Plant (Grade 3)

An employee in this classification shall:

- (a) operate mobile plant (with or without attachments) which shall include but not be limited to front-end loaders, dump trucks, water carts and excavators;
- (b) performing any other duties of a lower grade; and
- (c) any tasks ancillary to the operation of the said mobile plant.

Operator - Kiln and Mills (Grade 4)

An employee in this classification shall assist in the operation of the kiln and mills which shall include but not be limited to:

- (a) assisting the Controller - Kiln and Mills;
- (b) loading material into the primary;
- (c) operating a rock breaker at the primary jaw;
- (d) loading for the coal circuit;
- (e) turning over the coal area;
- (f) cleaning out bins;
- (g) servicing and minor repairs;
- (h) performing any other duties of a lower grade; and
- (i) any tasks ancillary to such duties.

Controller - Kiln and Mills (Grade 5)

An employee in this classification shall operate and be responsible for the operation of the kiln and mills as the senior shift person responsible for operations on the site which shall include but not be limited to:

- (a) running the kiln, crushing, milling and coal circuits;
- (b) loading out;
- (c) testing product and materials;
- (d) servicing and minor repairs;
- (e) performing any other duties of a lower grade; and
- (f) any tasks ancillary to such duties.

Mechanical/Electrical Tradesperson - Entry (Grade 6 (a))

This classification applies to an employee who, during the first three months of their employment:-

- (a) performs all mechanical and/or electrical installation, repairs and maintenance on plant equipment for which they have been trained;
- (b) performs any other duties of a lower grade they are competent to perform; and
- (c) performs any tasks ancillary to such duties.

Mechanical/Electrical Tradesperson (Grade 6 (b))

This classification applies to an employee who, having served three months as a Mechanical/Electrical Tradesperson - Entry:-

- (a) performs all mechanical and/or electrical installation, repairs and maintenance on plant equipment for which they have been trained in addition to:
- (b) performs any other duties of a lower grade they are competent to perform; and
- (c) performs any tasks ancillary to such duties.

8.2 Rates Of Pay

- (a) Subject to clause 8.2 (b), the rates of pay to be paid to you for the classification you are in are set out in Table 1 of this award.
 - (b) If you work on a seven day continuous roster as an Operator - Kiln and Mills or Controller - Kiln and Mills, the rates of pay to be paid to you are set out in Table 1A of this award. Despite any other provision of this award, the rates of pay set out in Table 1A compensate you for any penalty or premium prescribed by this award for working shift work, public holidays, Saturdays and/or Sundays.
5. Delete paragraph (b), of subclause 18.2, of clause 18, Hours of Work, and insert in lieu thereof the following paragraphs:
- (b) If you are a shift worker (other than a seven day continuous roster worker), your ordinary hours of work shall be worked:
 - (i) any day of the week, Monday to Friday inclusive; and
 - (ii) your ordinary working hours shall not exceed:
 - (A) 38 per week;
 - (B) 76 hours in 14 consecutive days;
 - (C) 114 in 21 consecutive days; or
 - (D) 152 in 28 consecutive days."
 - (c) If you are a seven day continuous roster worker, your ordinary hours of work shall be worked:
 - (i) any day of the week, Monday to Sunday inclusive; and
 - (ii) your ordinary working hours shall not exceed:
 - (A) 38 per week;
 - (B) 76 hours in 14 consecutive days;

- (C) 114 in 21 consecutive days; or
- (D) 152 in 28 consecutive days.

6. Delete clause 24, Annual Leave, and insert in lieu thereof the following:

24. Annual Leave

24.1 Entitlement

See *Annual Holidays Act 1944* as amended.

24.2 Seven Day Rosters

In addition to the leave provided for by clause 24.1, if, during the year of employment you have worked continuously on a seven day continuous roster as an Operator - Kiln and Mills or Controller - Kiln and Mills you shall be allowed an additional one week's leave. Provided that if, during the year of employment you have served only a portion of it on a seven day continuous roster the additional leave shall be one day for every thirty-six ordinary shifts worked on a seven day continuous roster."

7. Delete clause 25, Annual Leave Loading, and insert in lieu thereof the following:

25. Annual Leave Loading

25.1 Payment of Loading

Whenever you enter a period of annual leave you shall be paid, in addition to your annual leave pay a loading of 17.5 percent on top of your annual leave pay.

25.2 Calculation of Loading

The loading is to be calculated on your rate of pay that is applicable immediately before commencing annual leave, excluding any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.

25.3 Shift Workers

Despite any other provision of this award, if you are a shift worker (working on other than a seven day continuous roster) when you enter a period of annual leave then you shall be entitled to the greater of the following:

- (a) your shift work allowances and/or weekend penalty rates for the ordinary time (not including time on a public holiday) which you would have worked during the period of the leave; or
- (b) the loading calculated in accordance with this clause.

25.4 Seven Day Roster

Despite any other provision of this award, if you work on a seven day continuous roster as an Operator - Kiln and Mills or Controller - Kiln and Mills when you enter a period of annual leave, then the loading in clause 25.1 shall not apply to you. The appropriate rate of pay set out in Table 1A of this award shall continue to be paid to you while on annual leave, that rate of pay compensates you in respect of annual leave loading."

8. Delete clause 40, Future Wage Adjustments, and insert in lieu thereof the following:

40. Future Wage Adjustments

40.1 Annual Increase

On 1 December each year your ordinary time weekly rate of pay arising from Table 1 or Table 1A (as the case may be) and any allowances arising from Table 2 will be increased by the average ordinary weekly time percentage increase granted to employees in the BCMG quarries that year.

9. Delete Part B, and insert in lieu thereof the following:

PART B**Table 1 - Rates of Pay**

Subject to this award, you shall be paid in accordance with the following table of rates:

Grade	Description	Weekly Wage \$
1	Operator - Entry	575.52
2	Operator - Attendant	627.31
3	Operator - Mobile Plant	654.34
4	Operator - Kiln and Mills	681.15
5	Controller - Kiln and Mills	788.69
6 (a)	Maintenance Tradesperson - Entry	759.20
6 (b)	Maintenance Tradesperson	800.80

Table 1A - Rates Of Pay

Subject to this award, you shall be paid in accordance with the following table of rates:

Grade	Description	Weekly Wage \$
4	Operator - Kiln and Mills	988.00
5	Controller - Kiln and Mills	1144.00

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9.1 (b)	Competency	5.02 per week
2	11.1	Assessor	23.78 per week
3	11.1	NATA	23.78 per week
		Leading Hand Allowances	
4	12	2 to 5	18.60 per week
5		6 to 10	26.11 per week
6		11 to 20	37.14 per week
7		More than 20	47.30 per week
8	34.1	Transport not Available	9.30 per day
9	23.6	Meal Allowance	10.82
10	33.1	Motor Vehicle Allowance	0.54 per km
11	16.1	First Aid Allowance	2.02 per day
12	17.1	Board and Lodging	345.98 per week

10. This variation shall take effect from the first full pay period on or after 14 January 2005.

E. A. R. BISHOP, Commissioner.

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(1041)

SERIAL C3622

DAIRY FARMERS TWU ENTERPRISE AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Co-operative Foods Limited.

(No. IRC 1080 of 2005)

Before The Honourable Justice Marks

14 March 2005

VARIATION

1. Insert in clause 2, Arrangement, of the award published 1 August 2003 (340 I.G. 710), the following new clause number and subject matter and renumber the existing clause 42, Anti Discrimination to read as clause 43:

42. Superannuation Salary Sacrifice
43. Anti Discrimination

2. Renumber clause 42, Anti Discrimination, to read as clause 43 and insert the following new clause 42, Salary Sacrifice, as follows:

42. Superannuation Salary Sacrifice

- (i) From the date nominated by Dairy Farmers as the date of commencement and subject to any relevant taxation and superannuation legislation, regulations and/or rules, Dairy Farmers may, if so requested by a weekly full-time or weekly part-time employee ("employee"), agree to allow an employee to sacrifice part of their gross weekly ordinary time base rate of pay (excluding overtime, shift/weekend/public holiday penalties and any allowances which are not paid for all purposes) ("weekly pay") as superannuation contributions ("Salary Sacrifice contributions") in accordance with the following provisions:
 - (a) The Salary Sacrifice contributions may only be made to the superannuation fund to which Dairy Farmers makes the employee's superannuation contributions under this Award and only if such fund is permitted to accept the Salary Sacrifice contributions ("nominated plan").
 - (b) An employee must request and authorise Dairy Farmers in writing to make Salary Sacrifice contributions to the nominated plan and complete and sign any documentation required by Dairy Farmers or the fund manager or trustee (as the case may be) of the nominated plan.
 - (c) Salary Sacrifice contributions made for an employee are in addition to the contributions Dairy Farmers is required to make for the employee under the superannuation guarantee legislation ("Dairy Farmers superannuation contributions").
 - (d) The amount of Salary Sacrifice contributions are to be nominated by the employee and must be expressed as an amount of money and not as a percentage of their weekly pay and such amount is not to exceed 45% of the employee's weekly pay provided that the aggregate of the Salary Sacrifice contributions and the Dairy Farmers superannuation contributions do not exceed in any relevant period the employee's age-based deduction limit (as determined from time to time under the relevant superannuation legislation).

- (e) The amount of any Salary Sacrifice contribution is deducted from the employee's weekly pay. However, the amount of the employee's weekly pay without any deduction for Salary Sacrifice contributions will be used for the purposes of calculating the Dairy Farmers superannuation contributions, annual leave loading, overtime, penalty rates, payment of accrued leave on termination and, if applicable, payment in lieu of notice and severance payments.
 - (f) Dairy Farmers will remit Salary Sacrifice contributions to the nominated plan at the same time that Dairy Farmers superannuation contributions are made.
 - (g) After having nominated the amount of Salary Sacrifice contributions to be made, the employee (except in cases of demonstrated hardship) may not change the amount more than once in any twelve (12) month period.
 - (h) Unless there is written agreement between Dairy Farmers and the employee to the contrary, all Salary Sacrifice contributions shall cease during any period when the employee is receiving workers compensation payments and during any period of leave without pay including, without limitation, periods of unpaid sick leave.
 - (i) Dairy Farmers may at any time in its absolute discretion cease to make Salary Sacrifice contributions on behalf of the employee and will advise the employee in writing accordingly. Any dispute or claim arising from the exercise by Dairy Farmers of its discretion will be settled in accordance with the Settlement of Disputes clause in this Award.
 - (j) The employee may at any time advise Dairy Farmers in writing to cease making the Salary Sacrifice contributions on behalf of the employee.
- (ii) Dairy Farmers recommends that an employee obtain independent legal and/or financial advice before they elect to make Salary Sacrifice contributions.
3. This variation will take effect from the first full pay period commencing on or after 14 March 2005.

F. MARKS J.

(705)

SERIAL C3437**MISCELLANEOUS WORKERS - GENERAL SERVICES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, An organisation of employers and a State Peak Council for Employers.

(No. IRC 5320 of 2004)

Before Commissioner McLeay

22 November 2004

VARIATION

1. Insert in clause 1, Arrangement, of the award published 8 December 2000 (320 I.G 1078), the following new clause number and subject matter and renumber the existing clause 42, Area, Incidence and Duration to read as clause 43:

42. Salary Packaging
43. Area, Incidence and Duration

2. Renumber clause 42, Area, Incidence and Duration, to read as clause 43 and insert the following new clause 42:

42. Salary Packaging

- (i) Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- (ii) Salary packaging shall mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- (iii) The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
 - (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
 - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;

- (e) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
 - (f) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (i) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (ii) the applicable rate specified in Table 1, Rates of Pay of this Award.
 - (g) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
 - (h) Superannuation Guarantee Contributions will be calculated with reference to the ordinary time rate of pay the employee would have been entitled to receive but for the salary packaging arrangement;
 - (i) any allowance, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the ordinary time rate of pay which would have applied to the employee but for the salary packaging arrangement
 - (j) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.
3. This variation shall take effect from 22 November 2004.

J. McLEAY, Commissioner.

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(1604)

SERIAL C3469

**PROTECH STEEL CONSTRUCTION KOORARANG ISLAND
CONSENT (STATE) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4546 of 2004)

Before Mr Deputy President Grayson

22 October 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Protech Steel Construction Koorarang Island Consent (State) Award 2001 published 5 July 2002 (334 I.G. 903) as varied, be rescinded on and from 22 October 2004.

J. P. GRAYSON *D.P.*

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SERIAL C3673

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/118 - Paperlinx Australia Pty Ltd (New South Wales) Enterprise Agreement 2004**

Made Between: Paper Australia Pty Ltd t/a Paperlinx Merchating NSW -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 19 August 2004 and commenced 1 July 2004.

Description of Employees: The agreement applies to all employees employed by Paper Australia Pty Ltd t/as Paperlinx Merchating NSW, located at 21, Worth Street, Chullora NSW 2190, who fall within the coverage of the Storemen and Packers General (State) Award, and the Graphic Arts - General - Award 2000.

Nominal Term: 24 Months.

EA05/119 - NRMA Limited Vehicle Inspections Enterprise Agreement 2005-2006

Made Between: NRMA -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: Replaces EA03/73.

Approval and Commencement Date: Approved 25 January 2005 and commenced 8 January 2005.

Description of Employees: The agreement applies to NRMA Limited, AMWU and New South Wales based employees of NRMA Vehicle Inspections located at 9, George Street, North Stratfield, who undertake vehicle inspections and related functions and who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 17 Months.

EA05/120 - Cordina Chicken Enterprise Agreement 2004

Made Between: Cordina Chickens Farms Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

New/Variation: Replaces EA01/18.

Approval and Commencement Date: Approved and commenced 28 February 2005.

Description of Employees: The agreement applies to employees employed by Cordina Chicken Farms Pty Ltd and Cordina Foods Pty Ltd, at the company's Girraween Plant who fall within the coverage of the Poultry Industry Preparation (State) Award.

Nominal Term: 24 Months.

EA05/121 - Bakers Construction + Industrial Blacktown (Warehouse & Customer Service) Enterprise Agreement 2004-2005

Made Between: J Blackwood & Son Limited trading as Bakers Construction - Industrial -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/216.

Approval and Commencement Date: Approved and commenced 27 January 2005.

Description of Employees: The agreement applies to employees of J. Blackwood & Son Limited, trading as Bakers Construction + Industrial, located 3-9 Forge Street, Blacktown, NSW engaged in both the sales office and warehouse departments, and classified as Storeperson, Front Counter or Telephone Sales, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 9 Months.

EA05/122 - Coca-Cola Amatil (Aust) Pty Ltd Equipment Service (Regional NSW) Enterprise Agreement 2004

Made Between: Coca Cola Amatil Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 3 March 2005 and commenced 17 February 2005.

Description of Employees: The agreement applies to all employees employed by Coca-Cola Amatil (Aust) Pty Ltd, located at 71, Circular Quay East, Sydney NSW 2000, employed in the Equipment Service division of the Company in regions of NSW, other than the Sydney Metropolitan area, employed in classifications noted in clause (6), who fall within the coverage of the Electricians, &c. (State) Award.

Nominal Term: 18 Months.

EA05/123 - Sydney Fish Market Enterprise Agreement 2005

Made Between: Sydney Fish Market Pty Limited -&- Stephen Annesley, Stephen Ball, Brian Barreto, Zoltan Berta, Kevin Bloom, Mark Boulter, Robert Clementson, Terry Collister, Bernie Culbert, Gus Dannoun, Sidoni De Silva, Greg Evans, Paul Ferrabetta, Margaret Gjedsted, Walter Greig, Robert Hill, Robyn Elizabeth Jensen, Roy Johnston, Marie Jones, Joshua Jusuf, Peter Kalamaras, Sian Kennedy, Frank Keszler, Rad Koloc, Kathy Lee, Rodney Lester, Leon Lindley, Natalie Malloy, Brett Meaney, Sue Mooney, Tom Morris, John Morton, Roberta Muir, Louise Nock, Carl Norman, Helen O'Connor, Damien O'Malveney, Michael O'Malveney, Nick Paton, Graeme Poole, Raymond Pratt, Rod Ringland, Joe Rotondo, Moiz Sadikot, Bryan Skepper, Diana Thomson, Grahame Turk, Ian Turnbull, Stephen Westaway, Cho Woo, Chris Woodward, Lucas Woolford.

New/Variation: #ERROR# - Missing replacement agreement numbers#

Approval and Commencement Date: Approved and commenced 18 April 2005.

Description of Employees: The agreement applies to all employees of Sydney Fish Market Pty Ltd, located at Bank Street, Pyrmont NSW 2009, who fall within the coverage of the Clerical and Administrative Employees (State) Award, and the Fish and Fish Marketing (State) Consolidated Award.

Nominal Term: 24 Months.

EA05/124 - Linfox - TWU (Bushmans Group - Orange) Enterprise Agreement 2004

Made Between: Linfox Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA02/368.

Approval and Commencement Date: Approved 3 March 2005 and commenced 1 July 2004.

Description of Employees: The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA05/125 - Sunstate Charters Pty Ltd New South Wales Enterprise Workplace Agreement 2004

Made Between: Sunstate Charters Pty Ltd -&- Samuel Abdilla, Gordon Beadman, Paul Brennan, Craig Casey, Rohan Coe, Kevin Field, Rodney Hicks, Brian Murphy, Michael Poles, Sergio Poles, Steven Robson, Gregory Shaw.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 16 February 2005.

Description of Employees: The agreement applies to all NSW employees, employed by Sunstate Charters

Pty Ltd, located at 1362 Kingsford Smith Drive, Pinkenba Qld 4008, who fall within the coverage of the Motor Bus Drivers and Conductors (State) Award.

Nominal Term: 36 Months.

EA05/126 - Swads Enterprise Agreement - New South Wales 2005

Made Between: J R Haulage Pty Ltd t/as State Warehousing and Distribution Services -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 6 April 2005 and commenced 1 March 2005.

Description of Employees: The agreement applies to employees employed by J.R. Haulage Pty Ltd t/a State Warehousing and Distribution Services, located at 23, Wonderland Drive, Eastern Creek NSW 2766, in the company's operations in classifications set out in clause 17, in respect of the operations wholly involving warehousing and distribution, who fall within the coverage of the Storemen, and Packers, General (State) Award.

Nominal Term: 36 Months.