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INDUSTRIAL GAZETTE

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CONTENTS

Vol. 361, Part 3

20 October 2006

Pages 383 - 644

		Page
Awards and Determinations -		
Awards Made or Varied -		
Aged Care Industry (Broken Hill)	(VSW)	400
Animal Welfare, General (State)	(VIRC)	413
Animal Welfare, Institutional (State)	(VIRC)	416
	(VIRC)	417
Bootmakers and Heel Bar Operatives, &c. (State)	(VIRC)	616
Boral Resources (Country) Pty Ltd Transport Industry (State)	(VIRC)	420
Bread Industry (State)	(VIRC)	423
	(VIRC)	424
Bread Vendors (Tip Top Bakeries - Country)	(AIRC)	383
Cleaning and Building Services Contractors (State)	(VIRC)	427
Clerical and Administrative Employees Legal Industry (State)	(VSW)	403
Clerical and Administrative Employees, Hire Cars and Taxis (State)	(VSW)	405
Clothing Trades (State)	(VSW)	407
Club Employees (State)	(VSW)	409
Community Pharmacy (State) Award 2001	(VIRC)	605
Connex Sydney Pty Ltd Trading As Metro Monorail (State) Enterprise Award 2003	(VIRC)	430
Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005	(VIRC)	433
Drug Factories (State)	(VIRC)	590
Engine Packing Manufacture (State)	(VIRC)	440
	(VIRC)	441
F. J. Walker Foods (Transport Workers) Blacktown Consolidated Award 2000	(VIRC)	444
Gelatine and Glue Industry (State)	(VIRC)	447
	(VIRC)	448
Health, Fitness and Indoor Sports Centres (State)	(VIRC)	451
	(VIRC)	454
Heggies Bulkhaul Limited Bulk Haulage Enterprise Consolidated	(VIRC)	456
Ice Cream Carters and Van Salespersons (State)	(VIRC)	459
Independent Prepared Foods (Mascot) Enterprise Award 2001	(VIRC)	462
Iplex Pipelines Australia Pty Limited (Hobas Plant) Enterprise (State)	(VIRC)	465
	(VIRC)	466
LHMU and Tasman Insulation Australia Pty Ltd Enterprise Award 2004	(VIRC)	469
Mannequins and Models (State)	(VIRC)	631
Miscellaneous Gardeners, &c. (State)	(VIRC)	472
	(VIRC)	473
Miscellaneous Workers' - General Services (State)	(VIRC)	476
	(VIRC)	477
Miscellaneous Workers' - Independent Schools and Colleges, &c. (State)	(VIRC)	480
	(VIRC)	481
Motor Vehicle Salesperson (State)	(VIRC)	602
Paint and Varnish Makers, &c. (State)	(VIRC)	484
	(VIRC)	485
Pharmacy Assistants (State)	(VIRC)	599
Photographic Industry (State)	(VIRC)	488
	(VIRC)	620

Plastic Moulding, &c. (State)	(VIRC)	491
Private Pathology Laboratories (State)	(VIRC)	494
Professional Surveyors (Private Industry) (State)	(VIRC)	497
Pyrotechnics, &c. (State)	(VIRC)	499
	(VIRC)	500
Quality Bakers Australia Pty Limited (NSW) Enterprise Award 2005	(VIRC)	503
	(VIRC)	504
Real Estate Industry (Clerical and Administrative) (State)	(VSW)	411
Restaurant, &c., Employees' Retail Shops (State)	(VIRC)	582
Retail Services Employees (State)	(VIRC)	577
Rinker Group T/A Readymix Holdings Pty Limited Newcastle Transport (State) Award 2002	(VIRC)	507
Rinker Group T/A Readymix Holdings Pty Ltd Taree Transport Enterprise Bargaining Framework (State) Award 2003	(VIRC)	510
Rinker Group t/as Readymix Holdings Pty Ltd South Coast Transport (State) Award 1997	(VIRC)	513
Saddlery, Leather, Canvas and Plastic Material Workers' (State)	(VIRC)	516
	(VIRC)	519
Security Industry (State)	(VIRC)	521
	(VIRC)	522
	(ERR)	642
Shop Employees (State)	(VIRC)	573
Sydney Cricket and Sports Ground Trust Security Enterprise Award 2001	(VIRC)	525
	(VIRC)	526
Tanning Industry (State)	(VIRC)	529
Teachers (KU Children's Services) (State)	(VIRC)	532
Technical and Further Education Commission of New South Wales - Security Employees - Wages and Conditions	(VIRC)	533
Tennis Strings and Sutures Industry (State)	(VIRC)	624
TNT Express Country NSW Consent Award 2000	(VIRC)	535
TNT Express Sydney Drivers Consent	(VIRC)	538
Transport Industry - Cash-in-Transit (State)	(VIRC)	541
Transport Industry - Mixed Enterprises Interim (State)	(VIRC)	544
Transport Industry - Petroleum, &c., Distribution (State)	(VIRC)	547
Transport Industry - Quarried Materials (State)	(VIRC)	551
Transport Industry - Retail (State) Award 1999	(VIRC)	554
Transport Industry - Trade Waste (State)	(VIRC)	557
Transport Industry - Waste Collection and Recycling (State)	(VIRC)	560
Transport Industry - Wood and Coal (State)	(VIRC)	563
Transport Industry (State)	(VIRC)	566
	(VIRC)	567
	(VIRC)	570
University Unions (State)	(VIRC)	586
Van Sales Employees' (State)	(VIRC)	608
Vehicle Industry - Repair Services and Retail (State)	(VIRC)	611
Warehouse Employees' - General (State)	(VIRC)	596
Warehouse Employees Drug (State)	(VIRC)	593
Wholesale Fruit and Vegetable Employees' (State)	(VIRC)	627
Zoological Parks Board of New South Wales Employees' (State)	(VIRC)	635
	(VIRC)	638
Zoological Parks Board of New South Wales Wages Employees' Award, 2006	(ERR)	639
	(ERR)	640
	(ERR)	641

Obsolete Awards -

Advisers (Diocese of Maitland-Newcastle) (State) Award 2004	643
Enterprise Agreements Approved by the Industrial Relations Commission	644

BREAD VENDORS (TIP TOP BAKERIES - COUNTRY) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3009 of 2006)

Before The Honourable Justice Marks

7 September 2006

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Relationship of the Vendor and the Company
4.	Vendor Performance
5.	Company's Rights and Liability
6.	Appearance of the Vendor and Staff
7.	Delivery Vehicle
8.	Replacement Vehicle on Breakdown
9.	Vendor Insurances and Indemnities
10.	Vendor Account
11.	Vendor Discount
12.	Reimbursement of Expenses
13.	Minimum Discount
14.	Leave
15.	Non-personal Service
16.	Value of Run
17.	Engagement of a Vendor
18.	Termination of Engagement
19.	Consequences of Termination
20.	Assignment
21.	Settlement of Disputes and Grievances
22.	Anti-Discrimination
23.	Application
24.	Duration
25.	Review
26.	Notices
27.	Schedule 1 - Stationery and Uniform
28.	Schedule 2 - Specification of Vendor Vehicle
29.	Schedule 3 - Calculation of Initial Fee for New Vendor and Termination Fee
30.	Schedule 4 - Calculation of Value of Customer Removed from the Run
31.	Schedule 5 - Calculation of Value of a New or Additional Customer Added to the Run
32.	Schedule 7 - Schedule Of Vendor Discounts For Non - Bread Products
33.	Schedule 8 - Letter of Engagement of Vendor
34.	Schedule 9 - Vendor Discount and Reimbursement of Expenses

2. Definitions

In this award

"Award rate" means the amount payable to a Baking Industry Employee Level 3 under the Liquor Hospitality and Miscellaneous Union - NSW Branch and Tip Top Bakeries (NSW) Enterprise Award 2005.

"Company" means George Weston Foods Limited (A.C.N. 008 429 632), trading as Tip Top Bakeries Orange.

"Company held account," means a customer who is:

- (a) A member of a central buying group, and the account is paid by the customer direct to the company and the company carries the debt; or
- (b) such other customers as may be agreed upon between the vendor and company, where the company carries the debt.

"Net sales units" means gross sales of units of bread made by the vendor to the customers of the company, less returns allowed by the company.

"Other fixed expenses" means the expenses specified in paragraph (c) of subclause 12.1 of clause 12, Reimbursement of Expenses.

"Prime service" means:

- (a) Daily liaison with each customer in relation to the customer's needs;
- (b) The principal or major delivery to the customers on each day, which may be divided into a first and second load;
- (c) The collection of returns as required from each customer; and
- (d) Such reasonable service as may be required on merchandising, point of sale, and other customer support.

"Run" means those customers of the company the vendor is directed to supply and deliver to by the company.

"Union" means Liquor Hospitality and Miscellaneous Union - NSW Branch, New South Wales Branch.

"Unit of bread" means:

- (a) Any bread product which is packaged for sale as a single unit;
- (b) A half dozen wrapped or unwrapped bread rolls, or any roll product deemed as unwrapped except for KFC cob rolls, for which one dozen shall constitute a unit.

"Vehicle running cost" means the cost specified in paragraph (b) of subclause 12.1 of clause 12, Reimbursement of Expenses.

"Vehicle standing charge" means the charge specified in paragraph (a) of subclause 12.1 of clause 12, Reimbursement of Expenses; and

"Vendor" means a person who is engaged by the company as a bread vendor on the terms of this agreement, or the previous agreement

"Vendor-held account" means any customer, which is not a company-held account.

3. Relationship of the Vendor and the Company

- 3.1 It is acknowledged and declared that, subject to the provisions of Schedule 1 of the *Industrial Relations Act* 1996, nothing contained in this award is intended to or will be deemed to create the relationship of employer and employee between the company and the vendor.
- 3.2 Nothing contained in this award shall be deemed to constitute the vendor an agent of the company for any purpose or a partner or co-venturer of the company.
- 3.3 Except as provided in this award, the vendor must not otherwise use the company's name or describe or otherwise hold himself/herself out or permit himself/herself to be held out as an employee or agent of the company.

4. Vendor Performance

- 4.1 This award arises from the desire of the company, the union and the vendors to put in place an arrangement which preserves a vendor system with vendors purchasing product from the company, selling to customers and providing a high level of customer focused service.
- 4.2 The vendor must perform the prime service on the run on up to six days each week, such days to be agreed upon between the company and the vendor, which may include public holidays.
- (a) Where the company and the vendor are unable to agree on the days, the matter shall be handled in accordance with clause 21, Settlement of Disputes and Grievances.
- (b) The vendor may request to service the run on the seventh day or provide supplementary service (service only) on the run and the company will grant such a request whenever it is practical to do so.
- 4.3
- (a) The vendor will ascertain the customers' orders and needs, place orders with the company and adjust orders as necessary in accordance with the company's standard procedures.
- (b) The company will sell and supply to the vendor the products manufactured or supplied by the company which are needed for the performance of the run.
- (c) Title to the products will pass to the vendor on receipt at the loading dock, delivery depot or agreed delivery point.
- 4.4
- (a) The vendor must keep proper records of the names and addresses of all customers serviced by him/her in the usual time and order in which such customers are serviced.
- (b) The vendor must, on request, provide the company with such copies of these records as the company may require from time to time.
- (c) The records and all copies of the records will at all times remain the property of the company.
- 4.5 The vendor must not engage in activities which compete with the business of the sale of the company's products to other than customers and will not engage in any activities, acts, matters or things which may jeopardise or prejudice the income or anticipated income of the company.
- 4.6 The vendor must not deliver products other than the products supplied by the company for delivery to customers, or deliver or offer the company's products for sale to any person other than customers on the run, except with written approval of the company.

- 4.7 The vendor must merchandise the products in accordance with the reasonable requirements and standards of the company and the customers. This includes the supply of point of sale material, which may require periodic renewal.
- 4.8 The vendor must at all times comply and conform to the conditions and requirements of all relevant statutes, regulations, proclamations, ordinances and by-laws which relate directly or indirectly to the delivery of the company's products.
- 4.9 The vendor shall use the stationery specified in Schedule 1, which shall be supplied by the company.
- 4.10
- (a) Unless the company directs otherwise, all unsold products must be returned to the company.
 - (b) The vendor must account to the company for returns of all unsold products by completing the returns documentation and ensuring returns are checked and recorded by the company.
 - (c) The vendor shall manage and control returns of unsold products and breadbaskets in accordance with reasonable standards from time to time specified by the company.
 - (d) All empty Bread baskets must be returned to the bakery or depot at the end of the run.
- 4.11 The vendor may be required to attend such meetings, training, trade presentations, seminars and similar presentations as may from time to time be reasonably required by the company, provided that the company gives reasonable notice of required attendance to the vendor.
- 4.12 The vendor must comply with all lawful and reasonable directions of the company or any person duly authorised by the company.

5. Company's Rights and Liability

- 5.1 The company may from time to time introduce new products, discontinue existing products or introduce seasonal products.
- 5.2 The company will not be liable to the vendor for:
- (a) Any delay in delivery of the company's products to the vendor occasioned by shortage of stock, delays in transit, accident, strikes or by any other cause beyond the control of the company; or
 - (b) For any defect in the nature or quality of the company's products supplied to the vendor.

6. Appearance of the Vendor and Staff

- 6.1 The company will provide the vendor with a uniform kit described in Schedule 1, which the company will charge to the vendor in accordance with Schedule.
- 6.2 The vendor must at all times while performing his/her duties and obligations under this agreement:
- (a) Wear the uniform provided by the company;
 - (b) Dress, present and conduct himself/herself in a neat, respectable and businesslike manner;
 - (c) Wear approved safety footwear; and
 - (d) Ensure that all employees of the vendor comply with this clause.

7. Delivery Vehicle

- 7.1 The vendor must provide, maintain and operate at his/her own expense a vehicle that meets the specifications set out in Schedule 2 for the performance of the run.
- 7.2 The vehicle must at all times comply with all applicable statutes, regulations, ordinances, proclamations and by-laws.
- 7.3 The company may, at its own expense, have from time to time displayed or painted on any vehicle used or operated by the vendor for the performance of the run such wording or advertising matter as it may think fit and the vendor must not interfere with, deface or alter the same without the PRIOR WRITTEN consent of the company. The vendor must not display or allow to be displayed any other advertising or signs without the prior written approval of the company.
- 7.4 The vendor must keep the vehicle clean and in a fit and proper condition according to the reasonable requirements of the company.

8. Replacement Vehicle on Breakdown

- 8.1 The company may supply a replacement vehicle, when the vendor's vehicle is temporarily broken down, to enable the vendor to have necessary repairs made, provided that:
- (a) The vendor shall not be paid any vehicle standing charge or vehicle running cost for the period during which the company supplies a vehicle;
 - (b) The company shall pay all running costs of the vehicle supplied; and
 - (c) The period during which the company supplies a vehicle shall not exceed two weeks in any one year, unless specifically agreed in writing in advance by the company, and then only to a total of four weeks.
- 8.2 The vehicle supplied by the company must be:
- (a) Driven and operated in a safe manner without damage to the vehicle;
 - (b) Maintained and operated in accordance with proper operating procedures as per S.O.P.; and
 - (c) Kept clean and hygienic and washed and cleaned prior to its return to the company; and
- 8.3 The company will maintain appropriate insurance in respect of the vehicle supplied by it but the vendor will be liable for damage sustained as a result of any act, default or negligence of the vendor which is not covered by insurance (including the excess).

9. Vendor Insurances and Indemnities

- 9.1 The vendor must maintain a comprehensive policy of insurance with an insurance company that is an approved insurance company approved by the company against any claim for damage to or caused by the vehicle used by him/her to perform the run.
- 9.2 The vendor shall at times indemnify and keep indemnified the company from and against any liabilities, losses, damages, costs and expenses of whatsoever description incurred by the company as a result of any actions, suits or claims made or brought against the company in respect of or arising out of:
- (a) The debts of the vendor; or
 - (b) Any act, default or negligence of the vendor in connection with this agreement.

- 9.3 The vendor must properly insure and keep insured any worker employed by the vendor and in respect of whom the vendor must provide insurance cover under the provisions of the relevant workers' compensation legislation.
- 9.4 The vendor must insure himself/herself and any persons acting on his/her behalf against liability from public risks for an amount nominated by the company from time to time, but in any event not less than \$3,000,000.
- 9.5 The vendor must provide the company with proof of currency of the insurance policies referred to in this clause 9 on the date of entering this agreement and must provide the company with evidence of the renewal of the policies from time to time.

10. Vendor Account

- 10.1 The vendor shall purchase from the company the units of bread required to service the run and the company shall charge the vendor for the net sales units supplied at normal wholesale prices less the discount specified in subclause 11.1 of clause 11, Vendor Discount.
- 10.2 The company will give the vendor credit for:
- (a) Net sales units supplied to customers who are billed direct by the company; and
 - (b) Vehicle standing charge, vehicle running costs and other fixed expenses.
- 10.3 The company shall provide to the vendor each day an account, which itemises daily the total net sales units. The account will identify by product the total net sales units made to customers who are billed direct by the company and credits allowed in subclause 10.2 of this clause.
- 10.4 The vendor shall pay each account within seven days of the account being provided to the vendor

11. Vendor Discount

- 11.1 A Vendor shall be allowed a discount recommended wholesale price at the rate set out Schedule 7 for each net sales unit purchased from the company.
- 11.2 The vendor shall be allowed the discount only for net sales units, which are sold and delivered by the vendor.
- 11.3 If in any week the vendor fails to comply with the company's normal credit terms, the vendor's discount in respect of that week shall be reduced by 2.5 per cent.

12. Reimbursement of Expenses

- 12.1 A vendor shall be allowed credit on each weekly account for:
- (a) Vehicle standing charge, depending on the age of the vendor's vehicle as set out in Schedule 7;
 - (b) Vehicle running costs at the rate per kilometre set out in Schedule 7 of the weekly distance travelled to perform the run, provided that a maximum of 15 kilometres each way each day shall be paid for travel between the vendor's ordinary residence and the bakery or depot; and
 - (c) Other fixed expenses at the rate set out in Schedule 7 for bad debts, uniforms, accounting fees, stationery, public risk insurance and requirement to service customers on the following gazetted public holidays:

Australia Day, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day and Union Picnic Day.
- 12.2 Reimbursement of vehicle expenses shall be adjusted as set out in Schedule 7.

13. Minimum Discount

Where the amount calculated by subtracting the amount payable by the vendor for the products purchased from the wholesale list price value of products purchased by the vendor is less than an amount equal to that which would have been paid to a level 3 employee for the hours worked in accordance with the Liquor Hospitality and Miscellaneous Union - NSW Branch and Tip Top Bakeries (NSW) Enterprise Award 2005, the company shall pay an additional discount such that the amount calculated is not less than the appropriate award-based rate.

Leave

14.1 The vendor shall be entitled to:

- (a) Five calendar weeks (is defined as 6 days per week) annual leave after each completed year of engagement, which shall be taken within six months of its accrual;
- (b) Long Service leave in accordance with the *Long Service Leave Act 1955*;
- (c) Nine days sick leave each year of engagement, which shall be cumulative from year to year if not taken (each working day of sick leave taken shall reduce the balance of sick leave by one day); and
- (d) One day of leave to be credited as agreed with the company for each gazetted public holiday, except those specified in paragraph (c) of subclause 12.1 of clause 12.

14.2 The company shall provide an employee to perform the run while the vendor is on annual leave, long service leave or sick leave.

14.3 During periods of annual leave, long service leave and sick leave the vendor shall receive:

- (a) The same discounts for the net sales units achieved on the run in the vendor's absence that he/she would have received had he/she performed the run as per clause 11.
- (b) The other fixed expenses that are payable in respect of the run as per clause 12.
- (c) The company will be responsible for the collection of all monies and will be responsible for any shortages or debts incurred during the period the vendor is on leave.

14.4

- (a) One week prior to the date the vendor has been approved to go on annual leave, the vendor shall provide the company an accurate list of customers serviced on the run on a daily basis, including the usual time and order of service and any special instructions.
- (b) If the vendor fails to provide the list in accordance with paragraph (a) of this subclause, the company may provide an employee to accompany the vendor for such period as is necessary to bring the necessary records up to date and charge the vendor the cost to the company of employing the employee for the period the employee accompanies the vendor.

14.5

- (a) If the vendor is proceeding on annual leave for more than one week, the vendor may, by notice in writing given at least one week prior to the commencement of leave, request prepayment of the leave.
- (b) If a request is received that complies with paragraph (a) of this subclause, the company shall prepay the leave at the award rate.
- (c) The company shall reconcile the prepayment with settlement of the account due on resumption of the vendor from leave.

- 14.6 While the vendor is on leave the company is not obligated to provide a vehicle to service the run.
- 14.7 If, while the vendor is on leave, the vendor's vehicle is used by the company to service the run:
- (a) The company must pay to the vendor the vehicle standing charge and vehicle running cost for the vehicle as per clause 12.1 (a)(b).
 - (b) The company must check the vendor's vehicle or roadworthiness and safety prior to use by the company.
 - (c) The vendor shall be responsible for the insurance of the vehicle and must advise the insurer of his/her vehicle that an employee of the company will be driving the vehicle.
 - (d) In the event of an accident occurring and if the employee of the company performing the run is under 25 years of age, the company will meet any additional excess under the vehicle insurance policy in relation to a driver under age 25.
 - (e) The company shall be liable only for mechanical damage caused by the negligence of the company or the company's employee.
 - (f) The vendor shall be liable for accidental damage, wear and tear, normal repairs and costs of fuel, consumable and routine maintenance.
 - (g) The company shall carry out, at the vendor's expense, normal routine maintenance (fuel, air, water and oil) and routine servicing.
 - (h) The company must ensure that the vendor's vehicle is used only to perform the deliveries on a "yard-to-yard" basis as per the run sheet supplied by the Vendor.
- 14.8 If, while the vendor is on leave, the company's vehicle is used by the company to service the run, the company shall:
- (a) Pay to the vendor the vehicle standing charge as per clause 12.1;
 - (b) Not pay to the vendor any vehicle running costs as per clause 12.1; and
 - (c) Shall charge the vendor the vehicle standing charge of a four-year-old vehicle as per schedule 7.

15. Non-Personal Service

The vendor must notify the company immediately if the vendor is unable to personally carry out his/her duties and obligations under this award for any reason whatsoever.

- 15.1 Where the vendor is unable to personally carry out his/her duties and obligations under this award as a result of a substantiated illness or injury or other absence authorised by the company and providing that available paid leave has been exhausted, the company may, engage a competent person to carry out the duties and obligations of the vendor under this award for a period not exceeding 13-weeks.
- 15.2 If the Vendor is unable to personally carry out his/her duties and obligations under this award after the 13-week period, the run will revert to a company run and the Vendors contract will terminate with one months notice.
- 15.3 During the period that the company arranges for a person to carry out the vendor's duties and obligations under this award, the vendor:
- 15.4 Will not receive any payments for other fixed expenses or of any discounts for the net sales units achieved on the run in the vendor's absence; and

- 15.5 Will only receive payment for vehicle standing charge and vehicle running cost if the vendor's vehicle is used to perform the run.

16. Value of Run

- 16.1 The company carries on the business of manufacturing, marketing, selling and distributing bread and related products ("the business"), and the goodwill of the business is, and will at all times remain, the property of the company.
- 16.2 The company recognises that the run has a value based upon the right of the vendor to perform and provide service to a list of customers, which constitute that run for the purpose of calculating the value of the run.
- 16.3 On engagement and termination of the vendor the company shall provide to the vendor a written list of the customers constituting the run for the purpose of calculating the value of the run. Each addition or deletion of a customer which is included in the run for purposes of calculating the value of the run shall be advised to the vendor in writing.
- 16.4 Initial fee for new vendor on or prior to the engagement of the vendor by the company, the vendor must pay the company an initial fee for the right to perform the run calculated in accordance with Schedule 3.
- 16.5 Removal of a customer from the run The company may at any time remove a customer from the run, provided that:
- 16.6 The company gives the vendor at least one month's notice of its intention to remove that customer, except where the customer demands the vendor no longer services that customer (in which case the company may remove the customer immediately); and
- (a) Where the customer is listed as constituting part of the run for the purpose of calculating the value of the run, the company pays the vendor at the time of removal of that customer an amount calculated in accordance with Schedule 4; and
 - (b) The company, for the following period of 26 weeks, either:
 - (i) Provides to the vendor other customers that have weekly net sales units of not less than the customer removed; or
 - (ii) Continues to pay to the vendor an amount per week equal to the discounts applicable to all the net sales units that the vendor sold to the customer on average over the previous 13 weeks.
- 16.7 Addition of a customer to a run
- (a) The company may request the vendor to provide service to new or additional customers.
 - (b) Where a new or additional customer is added to the run and is to be listed as a customer for the purpose of calculating the value of the run, the vendor shall pay to the company an amount calculated in accordance with Schedule 5.

17. Engagement of a Vendor

On or prior to the date of engagement of the vendor, the company must provide to the vendor a letter in the form set out in Schedule 6.

18. Termination of Engagement

- 18.1 The company may terminate the engagement of the vendor by giving three months' notice in writing to the vendor.

- 18.2 Without prejudice to any other remedy the company may have against the vendor, the company may terminate the engagement of the vendor immediately, by written notice to the vendor, if the vendor:
- (a) Breaches or fails to perform any of the provisions of this award;
 - (b) Becomes bankrupt or assigns his/her estate for the benefit of his/her creditors or any of them;
 - (c) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (d) Is convicted of any indictable offence; or
 - (e) Is guilty of any conduct which in the opinion of the company might tend to injure the reputation or the business of the company or any of its related bodies corporate (as defined in Section 50 of the Corporations Law or any provision of any legislation replacing the Corporations Law).
- 18.3 The vendor may terminate his/her engagement by giving three months' notice in writing to the company, or such lesser period as may be agreed.

19. Consequences of Termination

- 19.1 On termination of engagement of the vendor for any reason whatsoever:
- (a) The vendor must deliver up to the company all customer lists, stationery, documentation, records, uniforms and all other property of the company in his/her possession or under his/her control.
 - (b) The Company will, at its own expense, remove such wording or advertising matter as it may have caused to be displayed or painted on the vendor's vehicle in accordance with clause 7, Delivery Vehicle, and the vendor will be responsible for the removal of any other advertising matter or signs on the vehicle.
 - (c) The company will pay to the vendor a termination fee for maintenance and enhancement of the run calculated in accordance with Schedule 3, less any monies owing by the vendor to the company, including any amount to be deducted in accordance with schedule 6
 - (d) The vendor will be solely and entirely responsible for the collection of any amount outstanding or products supplied by the vendor, except to customers who are billed direct by the company.
- 19.2 For a period of six months after the date of termination the vendor must not, either alone or in partnership or as an agent or employee of any person, firm or corporation, in any way, directly or indirectly, solicit or endeavour to obtain the custom of or serve or cause to be served with bread or other bakery products any of the customers who were served with products by him/her in performance of the run under this award during the six months prior to the termination of the engagement.
- 19.3 On termination of the engagement of the vendor, the vendor shall be paid any annual leave entitlement, calculated at the award rate.

20. Assignment

This award may not be assigned by either party, except that the company may assign its rights and obligations under this award at any time to a related body corporate (as defined in Section 50 of the Corporations Law or of the provisions of any legislation replacing the Corporations Law).

21. Settlement of Disputes and Grievances

- 21.1 If a vendor or vendors have a grievance with the company, the grievance must be dealt with in accordance with the following procedure:
- (a) A grievance must initially be dealt with as close to its source as possible, with gradual steps for further discussions and resolution at higher levels of authority.
 - (b) The vendor(s) must notify in writing the Area Manager as to the substance of the grievance, request a meeting for discussions and state the remedies being sought.
 - (c) If the grievance is not resolved through discussion with the Area Manager, the matter must be referred to the responsible District or Sales Manager.
 - (d) At the conclusion of the discussions, the company must provide a response to the grievance including, if the matter has not been resolved, any reasons for not implementing any proposed remedy, and.
 - (e) If not resolved at the operations level, the issue must be referred to the company's senior management and dealt with by:
 - (i) Discussion between the company, vendor and vendor representative;
 - (ii) Referred to an agreed mediation mechanism; or
 - (iii) Referred to the Industrial Relations Commission of New South Wales.
 - (f) Reasonable time limits must be allowed for discussions at each level of authority.
 - (g) Whilst this procedure is being followed, normal work must continue.
- 21.2 The company may be represented by an industrial organisation of employers and the vendor may be represented by the union for the purpose of each stage of this procedure.

22. Anti-Discrimination

- 22.1 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.
- 22.2 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.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 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 in 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.

22.5 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.

23. Application

This award shall apply to all vendors engaged by the company operating from the Tip Top Orange Bakery, Peisley Street, Orange, and its depots.

This award rescinds and replaces the Bread Vendors (Tip Top Bakeries - Country) Award published 10 March 2000 (314 I.G. 871).

24. Duration

This award shall take effect from the first full pay period on or before 7 September 2006, and shall remain in force until 1 February 2009.

25. Review

Not later than six months prior to the expiry of this agreement the company, vendors and the union shall commence a process to review this agreement.

This process shall include:

- (a) An exchange of issues, items and matters for review;
- (b) Opportunity for direct involvement, communication and discussion with and by each vendor; and
- (c) The establishment of a timetable for conclusion of the review process and reaching a new agreement prior to the expiry date of this award.

26. Notices

- 26.1 Any notice, approval, consent or other communication to be given or made under this award shall be in writing and shall be delivered personally or given by prepaid registered post or facsimile to a party at the last known address of that party.
- 26.2 Proof of posting by prepaid registered post or of the dispatch of a facsimile shall be proof of receipt and, in the case of a letter, on the third day after posting and, in the case of a facsimile, on the day immediately following the date of dispatch.

27. Schedule 1 - Stationery and Uniform

1. Stationery
 - (a) Printed delivery docketts
 - (b) Printed credit docketts
 - (c) Preliminary load sheets
 - (d) Returns slips
2. Uniform
 - (a) A vendor uniform kit will be supplied by the company on engagement and charged to the vendor at 50 per cent of invoice cost to the company.

- (b) Replacement uniforms will be supplied on a demonstrated needs basis and charged to the vendor at 50 per cent of invoice cost to the company.
- (c) The vendor uniform kit will consist of:
- | | |
|------------------------|---|
| Shirts (short sleeves) | 5 |
| Trousers | 3 |
| Shorts | 3 |
| Jackets | 1 |
| Socks | 5 |
| Safety Footwear | 1 |

28. Schedule 2 - Specification of Vendor Vehicle

- If the vendor was engaged as a vendor under the previous award immediately prior to the commencement of this award, the vehicle used by the vendor for that purpose will be acceptable to the company, provided that, in the opinion of the company, the vehicle is adequate for the performance of the run.
- New and Replacement Vehicles: Unless specifically authorised in writing by the company, all new and replacement vehicles shall satisfy the following specifications:
 - Cab chassis white painted to accommodate:
 - Pantech body with internal dimensions:

WIDTH	2.1 metres
LENGTH	4.3 metres
MINIMUM HEIGHT	2 metres
 - Maximum Unladen Vehicle Height (including pantech) 3.3 metres
 - With the commencement of this agreement, any new or replacement vehicles must have a metal floor in the Pantech body

29. Schedule 3 - Calculation of Initial Fee for New Vendor and Termination Fee

- In this Schedule "units" means the average weekly net sales units', excluding House Brand, Generic and I.S.B. units of bread to the customers listed as constituting the run for the purpose of calculating the value of the run for the previous 52 weeks as per schedule 8.
- The initial fee and the termination fee will be calculated using the following formula:

$$\text{Value} = U \times P \times 6.5$$

Where:

U = Units; and

P = List wholesale price of a loaf of Sunblest effective at the date of calculation; provided that P shall be not less than \$2.15.

NOTE: Where a 52-week history is not available for a customer on the run, 75 per cent of the average weekly net sales units based on the available history of net sales units will be used for formula calculation. An adjustment will be made when the actual 52-week history figure is available.

30. Schedule 4 - Calculation of Value of Customer Removed from the Run

1. In this Schedule

"Customer" means a customer removed from the run which was listed as constituting part of the run for the purpose of calculating the value of the run at the date of performing the calculation; and

"Units" means average weekly net sales units', excluding House Brand, Generic and I.S.B. units of bread to the customers listed as constituting part of the run for purposes of constituting the value of the run for the previous 52 weeks as per schedule 8.

2. The value of the customer shall be calculated using the following formula:

$$\text{Value} = U \times P \times 6.5 \text{ Where}$$

U = Units for that customer; and

P = List wholesale price of loaf of Sunblest effective at the date of calculation; provided that P shall be not less than \$2.15.

31. Schedule 5 - Calculation of Value of a New Or Additional Customer Added to the Run

1. In this Schedule:

"Customer" means the customer to be added to the list of customers constituting part of the run for the purpose of calculating the value of the run at the date of performing the calculation; and

"Units" means the average weekly net sales units for the previous 52 weeks for the customer, excluding House Brand, Generic and I.S.B units of bread.

2. The value of a customer shall be the lesser of:

- (a) Any increase in the value of the run calculated in accordance with Schedule 3 for the 52 weeks prior to the customer being added to the run and the 52 weeks subsequent to the customer being added to the run; and

- (b) The value for the customer calculated using the following formula:

$$\text{Value} = U \times P \times 6.5 \text{ Where}$$

U = Units for the customer; and

P = List wholesale price of loaf of Sunblest effective at the date of calculation; provided that P shall be not less than \$2.15.

Provided that the value of the customer will be deemed to be zero if the units on the run for 52 weeks after adding the customer are less than the units used to calculate the initial fee after adjustment for any new or additional customers or removal of any customers.

3. The value of a customer, added to a run after being removed from another run, shall be:

$$\text{Value} = U \times P \times 6.5 \text{ Where:}$$

U = Units for the customer; and

P = List wholesale price of loaf of Sunblest effective at the date of calculation;

32. Schedule 7 - Schedule of Vendor Discounts for Non - Bread Products

Below listed products are not included in the calculation of Vendor Round Value (Initial Fee i.e. Run Value)

NON BREAD PRODUCTS

	Vendor Discount		
	1/02/06	1/02/07	1/02/08
Muffins	15.78 cpu	16.41 cpu	17.07 cpu
Crumpets	15.78 cpu	16.41 cpu	17.07 cpu
Flapjacks/ Pikelets	15.78 cpu	16.41 cpu	17.07 cpu
Hot Cakes	15.78 cpu	16.41 cpu	17.07 cpu
Easter Buns	15.78 cpu	16.41 cpu	17.07 cpu
Cakes - ctn 6 - ctn 12	96.00 cents per carton of 6 150.00 cents per carton of 12	100.00 cents per carton of 6 156.00 cents per carton of 12	104.00 cents per carton of 6 162.00 cents per carton of 12
Crumbs	114.74 cents per 10kg bag	119.33 cents per 10kg bag	124.10 cents per 10kg bag
Seasoning	114.74 cents per 10kg bag	119.33 cents per 10kg bag	124.10 cents per 10kg bag

33. Schedule 8 - Letter of Engagement of Vendor

Engagement as a Bread Vendor

Dear (Insert name of the vendor),

I am pleased to offer you engagement as a bread vendor with Tip Top Bakeries (Orange) under the terms and conditions of the attached agreement.

Attached to this letter are the following annexures, which form part of your contract of engagement:

Annexure 1: A list of the customers constituting the run for purposes of calculating the value of the run, showing net sales units (clause 2) for the previous 52 weeks.

Annexure 2: Calculation of the initial fee (clause 15 and schedule 3) in accordance with the agreement.

Annexure 3: List of customers to be serviced on the run.

You will be required to perform deliveries to such customers as specified by the company on the days specified in the agreement, as per clause 4.

The target level of returns as per clause 4 10.(c), for this run, will be (). This target level will be reviewed with you each year, effective from 1 February, and may be reviewed during the year if significant changes take place to the run.

Please sign below to accept this offer and forward the amount of \$..... to the company in payment of the initial fee for the run.

Yours faithfully,

On copy:

I accept the offer to become a bread vendor with the company on the terms set out in this letter and the award.

..... Date

34. Schedule 9 - Vendor Discount and Reimbursement of Expenses

Item No.	Clause No.	Brief Description	Amount
1	11.1	Unit Discount	15.78 cents on all net sales units for - Bread - all proprietary and non proprietary bread. Rolls - all one half dozen wrapped or unwrapped rolls, excepting those defined in Food Service.
			Hot Plate - all Hot Plate products. Note: Vendor discount shall increase by 4% effective 1/02/2007 and 1/02/2008
2	12.1(a)	Vehicle Standing Charge (NPR 300) - Year of Manufacture (as per compliance Plate) 2006 2005 2004 2003 2002 2001 or earlier	Per Week \$ 387.00 342.00 285.00 242.00 206.00 176.00
3	12.1(b)	Vehicle Running Costs - (NPR 300) -	.4091 cents per kilometre of the weekly distance travelled to perform the run
2	12.1(a)	Vehicle Standing Charge (Light Ace Van) Year of Manufacture (as per compliance Plate) 2002 2001 2000 1999 1998 1997 or earlier	Per Week \$ 168.00 139.00 115.00 97.00 83.00 71.00
3	12.1(b)	Vehicle Running Costs - (Light Ace Van)	.135 cents per kilometre of the weekly distance travelled to perform the run
4	12.1 (b)	Other fixed expenses	\$55.96 per week. Note: Other fixed expenses shall increase by 4% effective 1/04/2007
5	12.2	Adjustments to Vehicle Expenses	(i) Vehicle Standing Charge - (a) The amount of standing charge for each year of manufacture is to be recalculated annually, effective from 1 February each year, to be carried out by the NRMA and based on a Isuzu NPR 300 with pantech body depreciated over 6 years. (b) The vehicle age for each vehicle is to be determined by the month and year of manufacture shown on the compliance plate. The standing charge for each vehicle will be adjusted from the start of each quarter commencing after the anniversary of manufacture.

			(c) Vehicle running cost is to be recalculated annually, effective 1 February each year, on NRMA calculation.
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F. MARKS *J*

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AGED CARE INDUSTRY (BROKEN HILL) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Broken Hill Town Employees Union, Industrial organisation of employees.

(No. IRC 2778 of 2006)

Before Mr Deputy President Sams

7 August 2006

VARIATION

1. Delete clause 3, Wages, of the award published 20 July 2001 (326 I.G. 255) and insert in lieu thereof the following:

3. Wages

Employees shall be paid not less than the rates prescribed for the appropriate classifications set out in Table 1 - Wages, of Part B Monetary Rates.

The rates of pay in this award include the adjustments payable under the State Wage Case of May 2006. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

Classification	Total Rate per week effective 8 August 2005 \$	SWC June 2006	Total Rate per week effective 8 August 2006 \$
Clerks			
Junior -			
At 16 Years or under	313.14	4.0%	325.67
At 17 Years or under	353.19	4.0%	367.32
At 18 Years or under	401.92	4.0%	418.00
At 19 Years or under	450.77	4.0%	468.80
At 20 Years or under	494.94	4.0%	514.74
Grade 1 -			
At 21 Years of age or first year of service	538.60	20.00	558.60
Second Year of service	549.70	20.00	569.70
Third Year of service	562.20	20.00	582.20
Fourth Year of service	572.50	20.00	592.50
Fifth Year and thereafter	584.70	20.00	604.70
Grade 2 -			
First Year of service	599.70	20.00	619.70
Second Year and thereafter	615.30	20.00	635.30

Grade 3			
First Year of service	629.00	20.00	649.00
Second Year and thereafter	644.60	20.00	664.60
Grade 4			
First Year of service	657.90	20.00	677.90
Second Year and thereafter	670.10	20.00	690.10
Grade 5			
First Year of service	686.00	20.00	706.00
Second Year and thereafter	699.00	20.00	719.00
Grade 6			
First Year of service	716.40	20.00	736.40
Second Year and thereafter	729.90	20.00	749.90
Grade 7			
First Year of service	750.20	20.00	770.20
Second Year and thereafter	766.40	20.00	786.40
Grade 8			
First Year of service	809.40	20.00	829.40
Second Year and thereafter	827.80	20.00	847.80
Hostel Supervisor			
Grade 1 - Less than 50 beds	599.70	20.00	619.70
Grade 2 - 50 but less than 75	615.40	20.00	635.40
Grade 3 - 75 but less than 100	629.00	20.00	649.00
Grade 4 - 100 beds and over	644.10	20.00	664.10
Personal Care Assistants	553.30	20.00	573.30
General Service Officer			
Grade 1 - Junior	464.44	4.0%	483.02
Grade 1 - Adult	553.30	20.00	573.30
Grade 2	562.00	20.00	582.00
Grade 3 - First Year of service	579.30	20.00	599.30
Grade 3 - Second Year of service	587.20	20.00	607.20
Grade 3 - Third Year of service	596.70	20.00	616.70
Divisional Therapist			
First Year of service	568.00	20.00	588.00
Second Year of service	594.30	20.00	614.30
Third Year of service	618.30	20.00	638.30
Fourth Year of service	640.20	20.00	660.20
Fifth Year of service and thereafter	663.20	20.00	683.20
Recreational Activities Officer			
First Year of service	583.80	20.00	603.80
Second Year of service	593.50	20.00	613.50
Third Year of service and thereafter	601.50	20.00	621.50
Cook			
Grade A	587.30	20.00	607.30
Grade B	577.30	20.00	597.30
Maintenance Supervisor			
Maintenance Supervisor (Tradesman)	689.10	20.00	709.10
Maintenance Supervisor (Otherwise) - In Charge of Staff	651.50	20.00	671.50
Maintenance Supervisor (Otherwise)	639.20	20.00	659.20
Motor Vehicle Drivers			
Grade A - Sedan	573.00	20.00	593.00
Grade B - Utility	578.30	20.00	598.30
Grade C - Ambulance or Minibus	581.50	20.00	601.50
Grade D - Larger Vehicle Under 5 Tonnes	583.60	20.00	603.60
Grade E - Truck 5 Tonnes and Over	586.50	20.00	606.50
Gardener			
Head Gardener (Qualified)	618.70	20.00	638.70
Head Gardener (Otherwise)	590.90	20.00	610.90

Gardener (Qualified)	578.50	20.00	598.50
Gardener (Otherwise)	564.50	20.00	584.50

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Allowance Effective 8 August 2005 \$	SWC 2006 %	Allowance Effective 8 August 2006 \$
1	9 (c)	Recall - use of own vehicle	0.7413	4.0	0.7710 cents per km
2	9 (h)(i)	Overtime - breakfast	8.86	4.0	9.21 per shift
3	9 (h)(ii)	Overtime - luncheon	10.34	4.0	10.75 per shift
4	9 (h)(iii)	Overtime - evening meal	14.78	4.0	15.37 per shift
5	11(a)(iv)	Sleepover allowance	32.95	4.0	34.27 per night
6	11(b)(i)	Driving allowance	3.92	4.0	4.08 per week or shift as appropriate
7	11(c)(i)	Cleaning scraping - confined spaces	0.41	4.0	0.43 per hour
8	11(c)(ii)	Cleaning scraping - boiler flue	0.68	4.0	0.71 per hour
9	11(c)(iv)	Linen handling - nauseous linen	0.19	4.0	0.20 per hour
10	11(d)(i)	Travelling allowance	0.7413	4.0	0.7710 cents per km
11	11(e)(i)	On Call allowance	13.07	4.0	13.5926 per shift
12	11(f)(i)	* Flexibility allowance	5.59		5.59 per shift in excess of 5 hours
13	22(d)	Uniform allowance	3.27	4.0	3.40 per week
14	22(d)	Cardigan or special shoe allowance	1.30	4.0	1.35 per week
15	22(e)	Laundry allowance	3.27	4.0	3.40 per week

* This allowance does not get indexed.

3. This variation shall take effect from the first full pay period to commence on or after 8 August 2006.

P. J. SAMS *D.P.*

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CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 2788 of 2006)

Before The Honourable Justice Schmidt

3 August 2006

VARIATION

1. Delete subclause (xv) of clause 3, Classification Structure and Salaries, of the award published 10 December 1999 (312 I.G. 703), and insert in lieu thereof the following:
 - (xv) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Part B Monetary Rates and insert in lieu the following:

PART B

MONETARY RATES

Table 1 - Salaries

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 3 August 2006.

- (i) Adults

Grade	Weekly Rate Pre SWC 2006 \$	SWC 2006 \$	Weekly Rate \$
1	523.60	20.00	543.60
2	544.50	20.00	564.50
3	578.20	20.00	598.20
4	619.90	20.00	639.90
5	680.50	20.00	700.50

- (ii) Juniors - The minimum rates of wages per week for junior employees shall be as follows:

- (a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2006 \$	SWC 2006 %	Weekly Rate \$
At 17 years of age	275.05	4%	286.05
At 18 years of age	339.85	4%	353.45

At 19 years of age	388.45	4%	404.00
At 20 years of age	458.60	4%	476.95

(b) All other junior employees:

Age	Weekly Rate Pre SWC 2006 \$	SWC 2006 %	Weekly Rate \$
Under 17 years of age	206.45	4%	214.70
At 17 years of age	258.45	4%	268.80
At 18 years of age	316.80	4%	329.45
At 19 years of age	359.20	4%	373.55
At 20 years of age	422.70	4%	439.60

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Details	Amount \$
1	7 and 8 (iii)(b)	Meal Allowance	11.25
2	3(xi)	Saturday Loadings	15.55 (Adults) 10.50 (Juniors)
3	19(iii)	Own Car Allowance: For a vehicle 1,500cc For a vehicle over 1,500cc	88.75 109.70
4	19(iv)	Own Car Allowance: For use on a casual or incidental basis	0.61/km

3. This variation shall take effect from the first pay period to commence on or after 3 August 2006

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

CLERICAL AND ADMINISTRATIVE EMPLOYEES, HIRE CARS AND TAXIS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 2788 of 2006)

Before The Honourable Justice Schmidt

3 August 2006

VARIATION

1. Delete subclause (x) of clause 9, Classification Structure and Wages, of the award published 4 August 2000 (317 I.G. 665) and insert in lieu thereof the following:
 - (x) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent over-award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 3 August 2006.

- (i) Adults

Grade	Weekly Rate Pre SWC 2006 \$	SWC 2006 \$	Weekly Rate \$
1	523.60	20.00	543.60
2	544.50	20.00	564.50
3	578.20	20.00	598.20
4	619.90	20.00	639.90
5	680.50	20.00	700.50

Provided that no employee employed as at 11 August 1997 is to receive less pay as a result of regrading under this award. In the event that such regrading results in a lower grading, the present wage is to be maintained until overtaken by award increases.

Note: See Clause 11 to establish appropriate grading. The elements in clause 11 are to ensure that the appropriate grade is arrived at.

The new grading structure incorporates the previous telephonist and radio operator loadings.

The new grading structure also incorporates the supervisory and responsibility allowances that were paid under the previous award.

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

(ii) Juniors

(a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2006 \$	SWC 2006 %	Weekly Rate \$
At 17 years of age	275.05	4%	286.05
At 18 years of age	339.85	4%	353.45
At 19 years of age	388.45	4%	404.00
At 20 years of age	458.60	4%	476.95

(b) All other junior employees

Age	Weekly Rate Pre SWC 2006 \$	SWC2006 %	Weekly Rate \$
Under 17 years of age	206.45	4%	214.70
At 17 years of age	258.45	4%	268.80
At 18 years of age	316.80	4%	329.45
At 19 years of age	359.20	4%	373.55
At 20 years of age	422.70	4%	439.60

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8(i)(a)	Shifts Rotating day, afternoon, night	36.45 per week
2	8(i)(b)	Shifts rotating day, afternoon	36.45 per week
3	8(i)(c)	Shifts rotating day, day afternoon	36.45 per week
4	8(i)(d)	Shifts rotating day, day, night	36.45 per week
5	8(i)(e)	Shifts rotating day, night	40.30 per week
6	8(i)(f)	Shift clerks working on a weekly shift system- Night, afternoon Night only Afternoon only Early morning shift	46.35 per week 46.35 per week 46.35 per week 46.35 per week
7	8(i)(g)	Any other combination of shifts	10.40 per
8	12(iii)(b)	Meal allowance for overtime worked- 2 hours or more After a further 4 hours	11.90 11.90
9	28(i)	First-aid Allowance	9.25

3. This variation shall take effect from the first pay period to commence on or after 3 August 2006.

M. SCHMIDT J

CLOTHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 2679 of 2006)

Before Commissioner Cambridge

20 July 2006

VARIATION

1. Delete clause 7, Absorption Commitment, of the award published 19 October 2001 (328 I.G. 952), and insert in lieu thereof the following:

7. Absorption Commitment

- 7.1 The rates of pay in this Award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:

- (i) Any equivalent over award payments, and/or
- (ii) Award Wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum wage adjustments."

- 7.2 The rates in Tables 1 - Rates of Pay, and the rates in Table of Table 2 - Other Rates and Allowances, of Part b, Monetary Rates, shall operate from the beginning of the first pay period to commence on or after 23 July 2006.

2. Delete Part B - Monetary Rates and insert in lieu of the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Clause 6 - Rates of Pay

Adult Rates of Pay from the beginning of the first pay period to commence on or after 23 July 2006.

Skill Level	Award Rate \$
Trainee	504.40
1	521.10 *
2	543.60
3	564.50
4	598.20
5#	639.90 **

* Calculation for minute pay rate for PBR purposes

** Note yet determined as to relativity

Not a skill level

Table 2 - Other Rates and Allowances

Allowances payable from the beginning of the first pay period to commence on or after 23 July 2006.

Item No.	Clause No.	Brief Description	Amount \$
1	6.6.1	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist rate	14.80
2	6.6.2	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist	10.85
3	17.1	Meal Money	8.65
4	46.1	Disability allowances - Inadequate dining facilities	3.65
5	46.2	Disability Allowances - Inadequate rest facilities	3.65

3. Delete the paragraph commencing "Wages" in clause 63, Schedule C, Information to be given to Outworkers, and insert in lieu thereof the following:

Wages - According to law, as at 23 July 2006 the usual weekly wage for 38 hours, Monday to Friday is \$543.60.

The hourly rate is \$14.31. Remember, the law says you must not be paid less than the hourly rate according to the award."

4. This variation shall take effect on and from the first full pay period on or after 23 July 2006.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

CLUB EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2823 of 2006)

Before The Honourable Justice Schmidt

3 August 2006

VARIATION

1. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances of Part J Monetary Rates, of the award published 26 November 2004 (347 I.G. 431), and insert in lieu thereof the following:

Table 1 - Rates of Pay

- (i) On and from 3 August 2006:

The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:

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

Classification	Minimum Rate \$	Supplementary Amount \$	Non- Adjustable Amount \$	Total Weekly Wage
Introductory Level	438.50	87.10		525.60
Level 1	467.50	83.40	15.90	566.80
Level 2 - All Others	481.50	86.10	-	567.60
Bar/Change Steward	483.50	86.10	6.60	576.20
Door Steward	483.20	86.10	5.50	574.80
Cold Larder Cook	482.70	86.10	3.60	572.40
Short Order Cook	484.30	86.10	8.60	579.00
Cellar/Stores Person	485.00	86.10	10.60	581.70
Clerical Staff	492.40	86.10	35.20	613.70
Level 3 - All Others	507.40	89.80	-	597.20
Receptionist	507.90	89.80	2.30	600.00
Clerical Staff	511.30	89.80	12.70	613.80
Level 4	531.30	93.00	-	624.30
Level 5	567.40	98.30	-	665.70
Level 6	591.20	101.80	-	693.00
Level 7	615.40	105.10	-	720.50

(ii) Fitness Instructor - \$36.3763 per hour

Table 2 - Other Rates and Allowances

(i) On and from 3 August 2006:

Item No.	Part No.	Clause No.	Brief Description	Amount \$
1	B	9.5.2, 9.11.2, 9.17.2	Shift Penalty	2.0699 per hour
2	B	9.5.2, 9.11.2, 9.17.2	Minimum payment	7.07 per day
3	B	9.5.3, 9.11.3	Broken Shift penalty	10.27 per day
4	B	9.5.4, 9.11.4	Night Shift penalty	13.65 per day
5	B	12.1.5 (a)	Apprentices prof. allowance 1st Occasion	3.13 per week
6	B	12.1.5 (b)	2nd Occasion	5.20 per week
7	B	12.1.5 (c)	3rd Occasion	7.25 per week
8	C	21.1.1 (i)	First Aid Allowance	18.22 per week
9	B	9.15.4, 14.1.5, 14.1.6	Meal Allowance	9.71 per occasion
10	C	22.1.1 (i)	Clothing - Permanent employees	17.11 per week
11	C	22.1.1 (ii)	- Apprentices	7.17 per week
12	C	22.1.1 (iii)	- Casuals	2.50 per day
13	C	22.1.4	Shoe Allowance Only: Clothing - Permanent employees	3.94 per week
14	C	22.1.4	- Apprentices	1.91 per week
15	C	22.1.4	.- Casuals	0.61 per day
16	C	22.1.9 (i)	Laundry Allowance: Permanent Employees	8.58 per week
17	C	22.1.9 (ii)	Apprentices	3.87 per week
18	C	22.1.9 (iii)	Cummerbund	1.07 per week
19	C	22.1.9 (iv)	Casuals	2.52 per day
20	C	22.1.9 (v)	Cooks	12.21 per week
21	C	22.1.9 (vi)	Apprentice Cooks	5.15 per week
22	C	22.1.9 (vii)	Casual Cooks	3.27 per day
23	C	20.1.1 (i)	Meal provided - deduct	9.71 per week
24	C	20.1.1 (ii)	Board & Lodgings - deduct	92.81 per week
25	C	20.1.1 (iii)	Lodgings only - deduct	44.31 per week
26	C	23.1.1	Tool Allowance	9.86 per week
27	C	23.1.2	Apprentice Tool Allowance	5.98 per week

2. This variation shall take effect on and from 3 August 2006.

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

REAL ESTATE INDUSTRY (CLERICAL AND ADMINISTRATIVE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 2788 of 2006)

Before The Honourable Justice Schmidt

3 August 2006

VARIATION

1. Delete subclause (m) of clause 5, Classification Structure and Wages, of the award published 24 October 2003 (341 I.G. 820) and insert in lieu thereof the following:
 - (m) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 3 August 2006.

- (i) Adults

Grade	Weekly Rate Pre SWC 2006 \$	SWC 2006 \$	Weekly Rate \$
1	523.60	20.00	543.60
2	544.50	20.00	564.50
3	578.20	20.00	598.20
4	619.90	20.00	639.90
5	680.50	20.00	700.50

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

(ii) Juniors

(a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2006 \$	SWC 2006 %	Weekly Rate \$
At 17 years of age	275.05	4%	287.05
At 18 years of age	339.85	4%	353.45
At 19 years of age	388.45	4%	404.00
At 20 years of age	458.60	4%	476.95

(b) All other junior employees

Age	Weekly Rate Pre SWC 2006 \$	SWC2006 %	Weekly Rate \$
Under 17 years of age	206.45	4%	214.70
At 17 years of age	258.45	4%	268.80
At 18 years of age	316.80	4%	329.45
At 19 years of age	359.20	4%	373.55
At 20 years of age	422.70	4%	439.60

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	13(a) and (b)	Meal allowance Overtime	11.25
2	17(c)	Own Car Allowance: For vehicle 1,500cc For a vehicle over 1,500cc	88.75 110.20
3	17(c)	Own Car Allowance For use on a casual or incidental basis	0.61/per km
4	19	First-aid Allowance	9.25

3. This variation shall take effect from the first pay period to commence on or after 3 August 2006.

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

(011)

SERIAL C4897**ANIMAL WELFARE, GENERAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

10 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 23 February 2001 (322 I.G. 531), the following new clause number and subject matter:

17A. Secure Employment

2. Insert after clause 17, Casual Employees, the following new clause:

17A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

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(012)

SERIAL C4432

ANIMAL WELFARE, INSTITUTIONAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 989 of 2006)

Before The Honourable Mr Justice Staff

17 March 2006

VARIATION

1. Delete subclause (i) of clause 8, Holidays of the award published 23 February 2001 (322 I.G. 558) and insert in lieu thereof the following:
 - (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day and Boxing Day are observed, and all other days proclaimed as public holidays throughout the State, and the first Monday in August each year, or another day mutually agreed to between the employer and the employee, shall be holidays and employees not required to work on a holiday shall be paid for the holidays, even though not worked, at the ordinary rates of pay prescribed by clause 5, Wages.
2. This variation shall take effect on and from the first pay period to commence on or after 17 March 2006.

C.G. STAFFJ

Printed by the authority of the Industrial Registrar.

(012)

SERIAL C4896

ANIMAL WELFARE, INSTITUTIONAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

10 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 23 Feb 2001 (322 I.G. 558), the following new clause number and subject matter"

19A. Secure Employment

2. Insert after clause 19, Casual Employees, the following new clause:

19A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

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BORAL RESOURCES (COUNTRY) PTY LTD TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

The Honourable Justice Marks

10 March 2006

VARIATION

1. Insert in numerical order in clause 1, Index, of the award published 18 July 1997 (299 I.G. 1236), the following new clause number and subject matter:

41. Secure Employment

2. Insert after clause 40, Area, Incidence and Duration, the following new clause:

41. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
 - (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
 - (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 10 March 2006.

F. MARKS J.

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BREAD INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 987 of 2006)

Before The Honourable Justice Marks

10 March 2006

VARIATION

1. Delete paragraph (a) of subclause (i) of clause 10 Holidays, of the award published 17 December 2004 (347 I.G. 796), and insert in lieu thereof the following:
 - (a) The days on which the following holidays are observed shall be award holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Anzac Day, Eight Hour Day, Christmas Day, Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State; and the first Tuesday in November each year, or such other day as agreed between the employer and the employee, provided that in Queanbeyan, in lieu of the first Tuesday in November the day observed shall be the same day as Labour Day in the Australian Capital Territory, or on such other day as agreed between the employer and a majority of employees.

2. This variation shall take effect on and from 10 March 2006.

F. MARKS *J*

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BREAD INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

10 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 17 December 2004 (347 I.G. 796) the following new clause number and subject matter:
2. Insert after clause 2, Terms of Employment, the following new clause:

2A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

CLEANING AND BUILDING SERVICES CONTRACTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

10 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 24 March 2006 (358 I.G. 502), the following new clause number and subject matter.

13A. Secure Employment Provisions

2. Insert after clause 13, Casual Employees the following new clause:

13A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

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CONNEX SYDNEY PTY LTD TRADING AS METRO MONORAIL (STATE) ENTERPRISE AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

13 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 5 September 2003 (341 I.G. 275), the following new clause number and subject matter:

4A. Secure Employment

2. Insert after clause 4, Contract of Employment, the following new clause:

4A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This order shall take effect from 7 March 2006.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW FIRE BRIGADES FIREFIGHTING STAFF) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Fire Brigades.

(No. IRC 1210 of 2006)

Before Mr Deputy President Grayson

11 April 2006

VARIATION

1. Delete the definition of "Firefighter" appearing in clause 4, Definitions, of the award published 8 July 2005 (352 I.G. 270), and insert in lieu thereof the following:

"Firefighter" means an employee classified as a Recruit, Firefighter (Levels 1 to 3 inclusive), Qualified Firefighter, Senior Firefighter or Leading Firefighter.

2. Insert in alphabetical order in the said clause 4, the following the new definition:

"Minor Aerial Appliance" means a firefighting vehicle equipped with a motorised boom and/or ladder extension with a reach of up to and including 18 metres.

3. Delete the definition of "Operational firefighter" appearing in the said clause 4, and insert in lieu thereof the following:

"Operational Firefighter" means a firefighter classified as one of the following: Recruit Firefighter; Firefighter Level 1; Firefighter Level 2; Firefighter Level 3; Qualified Firefighter; Senior Firefighter; Leading Firefighter; Station Officer; or Inspector.

4. Delete subclauses 6.6 and 6.7 of clause 6, Rates of Pay and Allowances, and insert in lieu thereof the following:

6.6 Except as provided for in this subclause, or in subclause 6.7, in addition to the rates of pay prescribed in Tables 1.1 to 1.3 & 2.1 to 2.3 of Part D, employees, where applicable, shall be paid:

6.6.1 An amount not exceeding that set by Item 1 of Table 3 of Part D, for all reasonable laundry expenses incurred by an employee who performs duty on a temporary basis outside the GSA. Accounts for such laundry expenses are to be submitted when a claim is made.

6.6.2 The Kilometre Allowance set at Item 2 of Table 3 of Part D, per kilometre:

6.6.2.1 for Firefighters who perform a "Stand By" and who are required to use their private vehicle to perform such "Stand By". The distance shall be the agreed distance or, if the return distance travelled by the employee from the station at which duty commenced to the station at which the "Stand By" is performed is not contained in the Matrices, the actual distance necessarily and reasonably travelled; and

6.6.2.2 for Operational Firefighters who travel between stations pursuant to Clause 12, Relieving Provisions; and

6.6.2.3 for Officers who are required to use their own vehicle to attend an incident whilst off duty.

- 6.6.3 The Major Aerial Allowance set at Item 3 of Table 3 of Part D, per week, for Firefighters who are qualified to operate a Major Aerial Appliance and who are attached to a station with this equipment.
 - 6.6.4 The Minor Aerial Allowance set at Item 4 of Table 3 of Part D, per week, for Firefighters and Officers who are qualified to operate a Minor Aerial Appliance and who are attached to a station with this equipment.
 - 6.6.5 The BA/Hazmat Allowance set at Item 5 of Table 3 of Part D, per week, for Firefighters and Officers who are qualified for and attached to the BA/Hazmat sections at Sydney, Newcastle or Wollongong.
 - 6.6.6 The Hazmat Support Allowance set at Item 6 of Table 3 of Part D, per week, for Firefighters who are qualified to operate the Hazardous Materials appliance at Berkeley Vale, and who are attached to that station.
 - 6.6.7 The Communications Allowance set at Item 7 of Table 3 of Part D, per week, for Firefighters who are qualified for and attached to the Communications sections at Sydney, Katoomba, Newcastle or Wollongong, which shall be paid for all purposes.
 - 6.6.8 The Communications Allowance set at Item 8 of Table 3 of Part D, per week, for Officers who are qualified for and attached to the Communications sections at Sydney, Katoomba, Newcastle or Wollongong, which shall be paid for all purposes.
 - 6.6.9 The Communications Allowance set at Item 9 of Table 3 of Part D, per week, for Senior Officers who are qualified for and attached to the Communications section at Sydney, which shall be paid for all purposes.
 - 6.6.10 The Country Allowance set at Item 10 of Table 3 of Part D for Officers and Senior Officers who are attached to a station or workplace located outside the GSA and outside the areas specified in subclause 28.2.2 and 28A.2.2 of this Award, which shall be paid for all purposes.
 - 6.6.11 The Remote Area Allowance set at Item 11 of Table 3 of Part D, per week, for Firefighters and Officers who work at Broken Hill or Moree, which shall be paid for all purposes.
 - 6.6.12 The Rescue Allowance set at Item 12 of Table 3 of Part D for Firefighters and Officers who are recognised as qualified rescue operators by the State Rescue Board and who are attached to a Primary or Secondary Rescue station.
 - 6.6.13 The Service Allowance set at Item 13 of Table 3 of Part D for Firefighters who have completed the requisite period of employment as a Firefighter.
- 6.7 Exceptions, Explanations and Method of Adjustment
- 6.7.1 The allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall not be payable to the occupants of Operational Support positions.
 - 6.7.2 The allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall be paid in full, regardless of the number of shifts actually worked by the employee within that week.
 - 6.7.3 The term "attached to" within this Clause shall include employees who are permanently assigned to the relevant station or section, Relieving Employees whose base station is the relevant station or section and who are performing duty at some other location, Relieving Employees with base stations elsewhere who are performing duty at the relevant station or section, employees who are permanently assigned to the relevant station or section but who are performing an Outduty at some other location, employees who are permanently assigned elsewhere but who are performing an Outduty at the relevant station or section but subject to subclauses 6.6.7, 6.6.8, 6.6.9, 6.6.10

and 6.6.11 shall not include employees who perform duty at the relevant station or section pursuant to Clause 9, Overtime.

6.7.4 The allowances set at subclause 6.6.13 shall in future be adjusted by firstly calculating the increase for 5-10 years service to the nearest cent to arrive at a new base rate and then doubling that new base rate to arrive at the new 10-15 years service amount and tripling that new base rate to arrive at the new 15-plus years service amount.

5. Delete the reference "Item 23" appearing in subclause 9.7, of clause 9, Overtime, and insert in lieu thereof the following:

Item 2

6. Delete the reference "Item 6" where ever appearing in clause 10, Meals and Refreshments, and insert in lieu thereof the following:

Item 15

7. Delete the reference "Item 5" where ever appearing in the said clause 10, and insert in lieu thereof the following:

Item 14

8. Delete the reference "Item 7" where ever appearing clause 12, Relieving Provisions, and insert in lieu thereof the following:

Item 16

9. Delete the reference "Item 4" where ever appearing in the said clause 12, and insert in lieu thereof the following:

Item 2

10. Delete the reference "subclause 6.6.2" appearing in subclause 12.20, of the said clause 12, and insert in lieu thereof the following:

subparagraph 6.6.2.1

11. Delete subclauses 13.3, 13.4 and 13.5, of clause 13, Progression and Promotion Provisions, and insert in lieu thereof the following:

13.3 Recruit Firefighters shall be on probation until they have progressed to Firefighter Level 1, or for a period of six months, whichever is the lesser. Progression from Recruit Firefighter to Firefighter Level 1 shall be subject to the satisfactory completion of Certificate 3 (Firefighting and Emergency Operations) undertaken at the NSW Fire Brigades Training College.

Firefighter Level 1 to Firefighter Level 2

13.4 Progression to Firefighter Level 2 shall be subject to twenty four (24) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter Level 2.

Firefighter Level 2 to Qualified Firefighter

13.5 Progression to Qualified Firefighter shall be subject to thirty six (36) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Qualified Firefighter.

Firefighter Level 3 to Qualified Firefighter

13.5a Progression from Firefighter Level 3 to Qualified Firefighter shall be subject to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Qualified Firefighter.

12. Delete paragraph 13.6.2, of the said clause 13, and insert in lieu thereof the following:

13.6.2 Subject to subclauses 13.6.3 and 13.6.4, the reference to "reasonable time" in subclause 13.6.1 means a period in excess of thirty six (36) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all the circumstances of the case of the employee concerned.

13.6.3 In the case of firefighters from Recruit classes 5/02 to 8/03 (inclusive), the reference to "reasonable time" in subclause 13.6.1 means a period in excess of forty eight (48) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all the circumstances of the case of the employee concerned and matter number 1531 of 2006.

13.6.4 In the case of firefighters from Recruit classes 1/02 to 4/02 (inclusive), the reference to "reasonable time" in subclause 13.6.1 means a period in excess of fifty one (51) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all the circumstances of the case of the employee concerned and matter number 1531 of 2006.

13. Delete subclause 13.7, of the said clause 13, and insert in lieu thereof the following:

Qualified Firefighter to Senior Firefighter

13.7 Progression from Qualified Firefighter to Senior Firefighter shall be subject to a minimum of seventy two (72) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Senior Firefighter.

14. Delete subclause 14.8, of clause 14, Operational Support Positions, and insert in lieu thereof the following:

14.8 An occupant of an Operational Support position who has not completed a minimum period of service required by Clause 13 for promotion prior to taking up that position shall not be eligible for promotion until they satisfy the requirements of this subclause.

14.8.1 Length of service for the occupants of Operational Support positions shall for the purposes of Clause 13 (only) be determined by firstly calculating the total time spent from the date of an employee's promotion to their current substantive rank to the present day, secondly deducting the total time spent by the employee in an Operational Support position since that promotion and thirdly, then adding any additional time accrued under subclauses 14.8.2 and 14.8.3.

14.8.2 For one half of one year, or less, spent in an operational support position to count as service for the purpose of clause 13, employees must be reassigned and attached to a fire station for one block of at least 28 days where they shall perform the firefighting duties associated with their substantive rank.

14.8.3 For any period in excess of one half of one year, up to one entire year spent in an operational support position to count as service for the purpose of clause 13, employees must be reassigned and attached to a fire station for two separate blocks of at least 28 days each or alternatively, one block of at least 56 days where they shall perform the firefighting duties associated with their substantive rank.

- 14.8.4 For the purposes of this Clause, "year" shall mean the 12 month period from the date (or subsequent anniversary date) of the employee's appointment to that Operational Support position.
- 14.8.5 Notwithstanding the provisions of subclause 14.8.1, all time spent in an Operational Support position prior to 1 January 2005 shall count as service for the purposes of Clause 13.
15. Delete the reference "Item 25" appearing in subparagraph 25.2.8.4 of clause 25, Court Attendance Entitlements, and insert in lieu thereof the following:
- Item 17
16. Delete subclause 30.2, of clause 30, Rental of Premises, and insert in lieu thereof the following:
- 30.2 Except as provided for in subclauses 30.3, 30.4 and 30.5, where an employee is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the employee concerned an amount per week equal to 4% of the employee's total weekly rate per week as prescribed in Tables 1.1 to 1.3, Rates of Pay, or 50% of the market rental of the accommodation, whichever is the lesser.
17. Delete the reference "Item 24" where ever appearing in paragraph 30.3.1 of clause 30, Rental of Premises, and insert in lieu thereof the following:
- Item 18
18. Delete subclause 47.2, of clause 47, Rental of Premises, and insert in lieu thereof the following:
- 47.2 Except as provided for in subclause 47.4, where an Executive Officer is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the Executive Officer an amount per week equal to 4% of the weekly equivalent of the Executive Officer's annual salary as prescribed in Tables 1.1 to 1.3 of Part D or 50% of the market rental of the accommodation, whichever is the lesser.
19. Delete Tables 1.2 and 1.3, of Part D, Monetary Rates, and insert in lieu thereof the following:

Table 1.2 - Rates of Pay effective from the beginning of the first pay period to commence on or after 24 February 2006 (4% Increase)

Classification	Rate of Pay \$	Roster Allowance \$	Total Weekly Rate \$
Recruit Firefighter	843.99	0.00	843.99
Firefighter Level 1	937.78	41.03	978.81
Firefighter Level 2	989.88	43.31	1,033.19
Firefighter Level 3	1,041.98	45.59	1,087.57
Qualified Firefighter	1,041.98	45.59	1,087.57
Senior Firefighter	1,083.68	47.41	1,131.09
Leading Firefighter	1,167.04	51.06	1,218.10
Station Officer Level 1	1,250.33	54.70	1,305.03
Station Officer Level 2	1,302.51	56.98	1,359.49
Inspector	1,548.98	67.77	1,616.75
Superintendent	105,883 per annum		
Chief Superintendent Level 1	109,576 per annum		
Chief Superintendent Level 2	114,401 per annum		

Table 1.3 - Rates of Pay effective from the beginning of the first pay period to commence on or after 24 February 2007 (4% Increase)

Classification	Rate of Pay	Roster Allowance	Total Weekly Rate
Recruit Firefighter	877.75	0.00	877.75
Firefighter Level 1	975.29	42.67	1,017.96
Firefighter Level 2	1,029.48	45.04	1,074.52
Firefighter Level 3	1,083.66	47.41	1,131.07
Qualified Firefighter	1,083.66	47.41	1,131.07
Senior Firefighter	1,127.03	49.31	1,176.34
Leading Firefighter	1,213.72	53.10	1,266.82
Station Officer Level 1	1,300.34	56.89	1,357.23
Station Officer Level 2	1,354.61	59.26	1,413.87
Inspector	1,610.94	70.48	1,681.42
Superintendent	110,118 per annum		
Chief Superintendent Level 1	113,959 per annum		
Chief Superintendent Level 2	118,977 per annum		

20. Delete Table 3 - Allowances, of Part D, Monetary Rates, and insert in lieu thereof the following:

Table 3 - Allowances

The following allowances are effective from the beginning of the first pay period to commence on or after the date shown

Item	Clause	Description	Unit	Amount 25/11/05 \$	Amount 24/02/06 \$	Amount 24/02/07 \$
1	6.6.1	Laundry expenses	per week	26.49	27.55	28.65
2	6.6.2 9.7 12.7	Kilometre Allowance	per km	0.86	0.89	0.93
3	6.6.3	Major Aerial Allowance	per week	40.00	41.60	43.26
4	6.6.4	Minor Aerial Allowance	per week	15.00	15.60	16.22
5	6.6.5	BA/Hazmat Allowance	per week	80.00	83.20	86.53
6	6.6.6	Hazmat Support Allowance	per week	16.00	16.64	17.31
7	6.6.7	Communications Allowance, Firefighters	per week	124.38	129.36	134.53
8	6.6.8	Communications Allowance, Officers	per week	134.88	140.27	145.88
9	6.6.9	Communications Allowance, Senior Officers	per week	157.19	163.48	170.02
10	6.6.10	Country Allowance	per week	5.41	5.63	5.86
11	6.6.11	Remote Area Allowance	per week	20.79	21.62	22.48
12	6.6.12	Rescue Allowance	per week	34.76	36.15	37.60
13	6.6.13	Service Allowance 5 years or more, but less than 10 years 10 years or more, but less than 15 years 15 years or more	per week	3.22 6.44 9.66	3.35 6.70 10.05	3.48 6.96 10.44
14	10.2.2	Meal Allowance	per meal	21.10	21.10	21.10
15	10.2.1& 10.3.1.2	Refreshment Allowance	per meal	10.55	10.55	10.55
16	12.6	Relieving Allowance	per rostered shift	23.00	23.92	24.88

17	25.2.8.4	Court Attendance Stand-By Rate				
		Periods of less than 24 hours		10.75	11.18	11.63
		Periods of 24 hours		16.12	16.76	17.43
18	30.3.1	Accommodation contribution	per week	27.50	28.60	29.70

Note: The amounts specified per rostered shift in Table 3 are based on the 10/14 Roster and use an average of 12 hours per shift. In cases where employees work an 8 hour shift, the rates shall be correspondingly reduced by dividing the figures shown by 1.5.

21. This variation shall take effect on and from 6 March 2006.

J. P. GRAYSON *D.P.*

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ENGINE PACKING MANUFACTURE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1506 of 2006)

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

23 March 2006

VARIATION

1. Delete clause 10, Holidays of the award published 16 February 2001 (322 I.G. 354), and insert in lieu thereof the following:

10. Holidays

The following days or the days upon which they are observed shall be holidays and shall be allowed without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other proclaimed public holiday and the first Monday in August each year, or on another day mutually agreed to between the employer and the employee, or an employer and the majority of employees within an establishment.

2. This variation shall take effect from 23 March 2006.

M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

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ENGINE PACKING MANUFACTURE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

10 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 16 February 2001 (322 I.G. 354) the following new clause number and subject matter:

2A. Secure Employment Provisions

2. Insert after clause 2, Wages the following new clause:

2A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

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F. J. WALKER FOODS (TRANSPORT WORKERS) BLACKTOWN CONSOLIDATED AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Marks

10 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement of the award published 23 March 2001 (323 I.G. 388), the following new clause number and subject matter:

40. Secure Employment

2. Insert after clause 39, Union Delegate, the following new clause:

40. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
 - (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
 - (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 10 March 2006.

F. MARKS J

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GELATINE AND GLUE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES FULL BENCH

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1504 of 2006)

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

22 March 2006

VARIATION

1. Delete clause 10, Holidays, of the award published 22 February 2002 (331 I.G. 679) and insert in lieu thereof the following:

10. Holidays

- (i) 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, Boxing Day, or the holiday, if any, substituted for any such day by or under any Act of Parliament, are observed, shall be holidays, together with all other days proclaimed as public holidays throughout the State. Employees, other than continuous shift workers, not required to work on holidays shall be paid the ordinary rates of pay, provided that such holidays fall on a normal working day.
 - (ii) The first Monday in August each year, or on another day mutually agreed to between the employer and the employee shall also be deemed a holiday and complied with in accordance to subclause 10(i). Where the employer seeks to vary the holiday on the first Monday in August each year, the employer shall do so by mutual consent with the employee and shall notify the Secretary of the Union in writing within thirty (30) days of taking advantage of the flexible day.
 - (iii) Where an employee is absent from their employment on the working day or part of the working day before or after a holiday or holidays without reasonable excuse or without the employer's consent such employee shall not be entitled to payment for such holiday or holidays.
2. The variation shall take effect on or from the first full pay period on or after 22 March 2006.

M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

GELATINE AND GLUE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

10 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 22 February 2002 (331 I.G. 679) the following new clause number and subject matter:

32A. Secure Employment Provisions

2. Insert after clause 32, Anti-Discrimination, the following new clause:

32A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

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HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

10 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 4 May 2001 (324 I.G. 497), the following new clause number and subject matter:

5A. Secure Employment

2. Insert after clause 5, Casual Employment, the following new clause:

5A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2747 of 2006)

Before Commissioner McLeay

31 July 2006

VARIATION

1. Delete clause 31, State Wage Case Adjustment, of the award published 4 May 2001 (324 I.G. 497) and insert in lieu thereof the following:

31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 -Rates of Pay and Table 2 - Other Rates and Allowances, of Part B Monetary Rates and insert in lieu thereof the following:-

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Relativity	Full Time \$	Hourly Rate \$
Level 1	78%	504.40	13.27
Level 2	82%	521.10	13.71
Level 3A	87.4%	543.60	14.31
Level 3B	91.5%	560.00	14.74
Level 4	92%	562.80	14.81
Level 5	100%	598.20	15.74
Level 6	115%	661.40	17.41

Junior Rates for Levels 1,2 and 3	Percentage of Appropriate Adult Rate
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Per Week \$
1	2(c)	Supervisory loadings - Up to 5 employees	21.10 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	28.85 per week
3	2(c)	Supervisory loadings - 11 or more employees	38.70 per week
4	21(a)	First-aid allowance	9.90 per week 1.98 per shift
5	23(a)	Stocking allowance	2.80 0.56 per day
	23(b)	Toilet cleaning allowance	8.10
	23(c)	Laundry Allowance	7.25 per week 1.45 per day
	23(d)	Broken Shift Allowance: For each broken shift so worked excess fares allowance	10.60 per day 7.75 per week or 1.55 per day

3. The variation shall take effect from the first full pay period to commence on or after 12 August 2006.

J. McLEAY, Commissioner.

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HEGGIES BULKHAUL LIMITED BULK HAULAGE ENTERPRISE CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 14 June 2002 (334 I.G. 409), the following new clause number and subject matter:

46. Secure Employment

2. Insert after clause 45, Area, Incidence and Duration, the following new clause:

46. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

ICE CREAM CARTERS AND VAN SALESPERSONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement of the award published 8 December 2000 (320 I.G. 1114), the following new clause number and subject matter:

35. Secure Employment

2. Insert after clause 34, Exemptions, the following new clause:

35. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

INDEPENDENT PREPARED FOODS (MASCOT) ENTERPRISE AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

10 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 10 June 2005 (351 I.G. 693), the following new clause number and subject matter:

10A. Secure Employment Provisions

2. Insert after clause 10, Contract of Employment, the following new clause:

10A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1507 of 2006)

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

22 March 2006

VARIATION

1. Delete Clauses 12 Holidays, of the award published 20 January 2006 (356 I.G. 502) and insert in lieu thereof the following:

12. Holidays

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

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with any special holiday declared in the Sydney Metropolitan area. The Tuesday following Easter Monday of each year, also shall be a holiday for the purpose of this Clause.

An extra holiday in lieu of the Tuesday following Easter Monday of each year may be substituted by another day in the calendar year with mutual agreement between the employer and employee.

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

2. This variation shall take effect from the first full pay period to commence on or after 22 March 2006.

M. J. WALTON *J. Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

13 March 2006

VARIATION

1. Insert in the Arrangement of the award published 20 January 2006 (356 I.G. 502), the following new clause number and subject matter:

1A. Secure Employment Provisions

2. Insert after clause 1, Terms of Employment, the following new clause:

1A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

**LHMU AND TASMAN INSULATION AUSTRALIA PTY LTD
ENTERPRISE AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

13 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 25 March 2005 (349 I.G. 687), the following new clause number and subject matter:

5A. Secure Employment

2. Insert after clause 5, Wages, the following new clause:

5A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

MISCELLANEOUS GARDENERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1310 of 2006)

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

22 March 2006

VARIATION

1. Delete subclause (i) of clause 19, Holidays of the award published 20 April 2001 (324 I.G. 16) and insert in lieu thereof the following:
 - (i) The days on which the following holidays are observed shall be holidays under this award, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day which may hereafter be proclaimed as a public holiday throughout the State, and a further day to be determined each year by agreement between an employer and an employee. Provided that where a day is observed as an additional day by the general body of employees in any establishment, then such day may be substituted as a holiday for any employee in that establishment entitled to such additional day as a holiday under this award.
2. This variation shall take effect from 21 March 2006.

M. J. WALTON *J. Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

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MISCELLANEOUS GARDENERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 20 April 2001 (324 I.G. 16) the following new clause number and subject matter:

5A. Secure Employment

2. Insert after clause 5, Contract of Employment the following new clause:

5A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

**MISCELLANEOUS WORKERS' - GENERAL SERVICES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch,
Industrial Organisation of Employees.

(No. IRC 986 of 2006)

Before The Honourable Mr Justice Staff

17 March 2006

VARIATION

1. Delete subclause (i) of clause 25, Holidays of the award published 8 December 2000 (320 I.G. 1078) and insert in lieu thereof the following:
 - (i) The days on which the following holidays are observed shall be holidays under this award, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State and one additional day, which shall be held on a day to be determined each year by agreement between the employer and the employees. Provided that where a day is observed as an additional day by the general body of employees in any establishment, then such day may be substituted for the additional day for any employees in that establishment entitled to such an additional day as a holiday under this award.
2. This variation shall take effect on and from 17 March 2006.

C.G. STAFFJ

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MISCELLANEOUS WORKERS' - GENERAL SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 8 December 2000 (320 I.G. 1078), the following new clause number and subject matter:

17A. Secure Employment Provisions

2. Insert after clause 17, Sunday Work, the following new clause:

17A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing

contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

MISCELLANEOUS WORKERS' - INDEPENDENT SCHOOLS AND COLLEGES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1505 of 2006)

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

22 March 2006

VARIATION

1. Delete subclauses (i) and (v) of clause 21, Holidays of the award published 4 May 2001(324 I.G. 579) and insert in lieu thereof the following:
 - (i) Subject to subclauses (ii) and (iii) of this clause, the days on which the following holidays are observed shall be holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day together with any day which may hereafter be proclaimed as a public holiday throughout the State of New South Wales and on the Thursday before Easter, or on another day mutually agreed to between the employer and the employee (the employer to notify the Secretary of the Union in writing within 30 days of the taking of the flexible day).
 - (v) All time worked on a holiday or public holiday or the Thursday before Easter in subclause (i) of this clause shall be paid for at the rate of double time and one-half times the ordinary time rate with a minimum start of four hours.
2. The variations shall take effect from the first full pay period to commence on or after 22 March 2006.

M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

MISCELLANEOUS WORKERS' - INDEPENDENT SCHOOLS AND COLLEGES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement of the award published 4 May 2001 (324 I.G. 579) the following new clause number and subject matter:

4A. Secure Employment Provisions

2. Insert after clause 4, Contract of Employment, the following new clause:

4A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

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PAINT AND VARNISH MAKERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1548 of 2006)

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

23 March 2006

VARIATION

1. Delete subclause (ii) of clause 23, Public Holidays of the award published 2 November 2001 (329 I.G. 131) and insert in lieu thereof the following:
 - (ii) In addition to the public holidays prescribed in subclause (i) of this clause, one additional public holiday shall apply to an employee on weekly hire on a date to be determined from year to year by agreement between an employer and the employees, or individual employee, of the employer.
2. This variation shall take effect on and from 23 March 2006.

M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

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PAINT AND VARNISH MAKERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of award, of the award published 2 November 2001 (329 I.G. 131), the following new clause number and subject matter:

19A. Secure Employment Provisions

2. Insert after clause 19, Casuals, the following new subclause:

19A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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PHOTOGRAPHIC INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in the Arrangement, of the award published 25 January 2001 (321 I.G. 1060), the following new clause number and subject matter:

14A. Secure Employment

2. Insert after clause 14, Contract of Employment, the following new clause:

14A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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PLASTIC MOULDING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 2 November 2001 (329 I.G. 83) the following new clause number and subject matter:

3A. Secure Employment Provisions

2. Insert after clause 3, Contract of Employment, the following new clause:

3A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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PRIVATE PATHOLOGY LABORATORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

10 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 22 April 2005 (350 I.G. 287), the following new clause number and subject matter:

21A. Secure Employment

2. Insert after clause 21, Casual Employees, the following new clause:

21A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

PROFESSIONAL SURVEYORS (PRIVATE INDUSTRY) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), Industrial Organisation of Employees.

(No. IRC 475 of 2006)

Before The Honourable Justice Schmidt

20 March 2006

VARIATION

1. Insert subclause 7.1, of clause 7, Contract of Employment, of the award published 12 January 2001 (321 I.G. 569), the following new subclause and renumber the existing subclauses accordingly:

- 7.2 A casual employee is one engaged by the hour and paid by the hour. A casual employee shall be paid for each hour worked or part thereof at the appropriate hourly rate for the employee's classification plus a loading of 20%. This loading includes compensation for benefits such as annual leave, personal leave, sick leave and public holidays.

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

Example:

The loaded casual hourly rate for a Group A Graduate Surveyor 1st Year is \$21.11 per hour, calculated as follows:

$$\$17.59 \quad \times \quad 1.2 \quad = \quad \$21.11$$

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Total Full-Time Award Rate Per Week \$	Full-time and Part- Time Hourly Rate \$	Casual Hourly Rate \$
Group A Graduate Surveyors			
1st year	668.50	17.59	21.11
2nd year	691.40	18.19	21.83
3rd Year	712.20	18.74	22.49
4th Year	733.10	19.29	23.15
5th Year	753.90	19.84	23.81
Registered Surveyors			
1st Year	774.80	20.39	24.47
2nd Year	793.70	20.89	25.07
3rd Year	812.50	21.38	25.66
4th Year	854.20	22.48	26.98
Group B Professional Surveyors	896.00	23.58	28.30
Group C Professional Surveyors	1021.10	26.87	32.24

3. Delete clause 15, Sick Leave, and insert in lieu thereof the following:

15. Sick Leave

An employee, other than a casual employee, absent from duty on account of personal ill-health or injury due to any cause shall be entitled to payment of sick leave to the same extent and upon the same conditions as are applicable from time to time to the majority of employees employed in the particular establishment in which employee is employed. Provided that the minimum quantum of sick leave entitlement shall be ten days per annum, cumulative to ten years sick leave entitlements.

4. This order shall take effect from the beginning of the first full pay period to commence on or after 20 March 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

PYROTECHNICS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1308 of 2006)

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

22 March 2006

VARIATION

1. Delete subclause (i) of clause 7, Sundays and Public Holidays of the award published 25 January 2001 (321 I.G. 1043) and insert in lieu thereof the following:
 - (i) The following days or the days upon which they are observed shall be recognised as holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, together with any other day gazetted or proclaimed as a public holiday for the district in which the employee is employed, and in addition the first Monday of August each year, or such other day as is mutually agreed between an employer and the employee, or an employer and the majority of employees, provided that the alternate day will not be taken later than the end of the year in which the holiday falls due.
2. This variation shall take effect on and from 21 March 2006.

M. J. WALTON *J. Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

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PYROTECHNICS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

13 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 25 January 2001 (321 I.G. 1043) the following new clause number and subject matter:

2A. Secure Employment

2. Insert after clause 2, Definitions, the following new clause.

2A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7th March 2006.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

QUALITY BAKERS AUSTRALIA PTY LIMITED (NSW) ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1247 of 2006)

Before The Honourable Justice Marks

17 March 2006

VARIATION

1. Delete paragraphs (b), (c) and (d) of subclause (i) of clause 10, Holidays of the award published 29 July 2005 (352 I.G. 971), and insert in lieu thereof the following
 - (b) The days on which the following holidays are observed shall be award holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Anzac Day, Eight Hour Day, Christmas Day, Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State. The first Tuesday in November each year, or such other day as agreed between the employer and the employee shall also be observed as a holiday, provided that in Queanbeyan, the first Tuesday in November each year shall be observed as the same day as Labour Day in the Australian Capital Territory.
 - (c) The first Tuesday in November each year, (or such other day as agreed between the company and employees) shall also be observed as a holiday.
 - (d) For the purpose of this subclause an employee shall be treated as working on one of the days specified in paragraph (a) if that employee works on a shift which is worked in order to produce bread for sale on one of such days even though the shift is not worked on one of such days. The exception will be in the case of the first Tuesday in November each year, where the holiday will be the actual Tuesday and apply to those employees working the Tuesday for the production and delivery of bread into the market on Wednesday.
2. This variation shall take effect on and from 17 March 2006.

F. MARKS J

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QUALITY BAKERS AUSTRALIA PTY LIMITED (NSW) ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before Commissioner Tabbaa

13 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 29 July 2005 (352 I.G. 971), the following new clause number and subject matter:

4A. Secure Employment Provisions

2. Insert after clause 4, Contract of Employment, the following new clause:

4A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 7 March 2006.

I. TABBAA, Commissioner

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**RINKER GROUP T/A READYMIX HOLDINGS PTY LIMITED
NEWCASTLE TRANSPORT (STATE) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement of the award published 3 September 2004 (346 I.G. 211), the following new clause number and subject matter:

47. Secure Employment

2. Insert after clause 46, Continuous Improvement, the following new clause:

47. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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**RINKER GROUP T/A READYMIX HOLDINGS PTY LTD TAREE
TRANSPORT ENTERPRISE BARGAINING FRAMEWORK (STATE)
AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement of the award published 9 July 2004 (345 I.G. 219), the following new clause number and subject matter:

29. Secure Employment

2. Insert after clause 28, No Duress, the following new clause:

29. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing

contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

RINKER GROUP T/AS READYMIX HOLDINGS PTY LTD SOUTH COAST TRANSPORT (STATE) AWARD 1997

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 25 February 2005 (346 I.G. 211), the following new clause number and subject matter:

30. Secure Employment

2. Insert after clause 29, Continuous Improvement, the following new clause:

30. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

SADDLERY, LEATHER, CANVAS AND PLASTIC MATERIAL WORKERS' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 8 February 2002 (331 I.G. 120), the following new clause number and subject matter:

6A. Secure Employment Provisions

2. Insert after clause 6, Casual Labour the following new clause:

6A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing

contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

SADDLERY, LEATHER, CANVAS AND PLASTIC MATERIAL WORKERS' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2751 of 2006)

Before Commissioner McLeay

31 July 2006

VARIATION

1. Delete subclause (b), of clause 4, Wage Rates, of the award published 8 February 2002 (331 I.G. 120), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Group	Former Rate Per Week \$	SWC 2006 \$	New Rate Per Week \$
A	539.70	20.00	559.70
B	536.00	20.00	556.00
C	533.80	20.00	553.80
D	529.80	20.00	549.80
E	518.80	20.00	538.80
F	513.10	20.00	533.10
G	510.90	20.00	530.90
H	509.80	20.00	529.80
I	507.10	20.00	527.10
J	503.80	20.00	523.80
K	502.10	20.00	522.10
L (all others)	501.00	20.00	521.00
L (glove manufacture with less than 6 months' experience)	495.90	20.00	515.90
M	493.40	20.00	513.40

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(e)	Leading Hand 1-5 employees	23.10 per week
2	4(e)	Leading Hand 6-10 employees	29.20 per week
3	4(e)	Leading Hand 11-15 employees	40.10 per week
4	4(f)	First Aid	9.60 per week
5	7(a)	Repairing Harness - Offensive Nature	0.41 per hour
6	7(b)	Repairing Canvas - Offensive Nature	0.40 per hour
7	8(b)	Operating a Forklift	0.46 per hour
8	12(c)	Meal Allowance - more than one & one half hours overtime	10.45
9	12(c)	Meal Allowance - where employee has provided a meal and not required to work	9.60

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 31 August 2006.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1511 of 2006)

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

23 March 2006

VARIATION

1. Delete subclause 24.1 and 24.2, of clause 24, Public Holidays of the award published 6 May 2005 (350 I.G. 827) and insert in lieu thereof the following:
 - 24.1 the first Monday in August of each year or such other day as is determined annually by mutual consent between the an employer and an employee; or
 - 24.2 where a day, other than the first Monday in August each year, is observed by the general body of employees in any establishment then such day may be substituted for the first Monday in August as a holiday for any employees in that establishment entitled to such day or additional day as a holiday under this award.
2. This variation shall take effect from the first full pay period to commence on or after 23 March 2006.

M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement of the award published 6 May 2005 (350 I.G. 827, the following new clause number and subject matter:

8A. Secure Employment Provisions

2. Insert after clause 8, Types of Employment, the following new clause:

8A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

**SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY
ENTERPRISE AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1508 of 2006)

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

23 March 2006

VARIATION

1. Delete subclauses 19.1 and 19.2 of clause 19 Public Holidays, of the award published 10 August 2001 (326 I.G. 1001) and insert in lieu thereof the following clause:

19.1 The following days shall be observed as public holidays:

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Tuesday following Easter Monday, and any proclaimed day in lieu thereof for the state.

19.2 An extra holiday in lieu of the Tuesday following Easter Monday may be substituted by another day in the calendar year, where mutual agreement has been reached between the employer and the employee.

2. This variation shall take effect from the first full pay period to commence on or after 23 March 2006.

M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY ENTERPRISE AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before The Honourable Justice Walton, Vice-President

3 July 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 10 August 2001 (326 I.G. 1001), the following new clause number and subject matter.

24A. Secure Employment Provisions

2. Insert after clause 24, Anti-Discrimination, the following new clause:

24A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of nine months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of nine months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 7 March, 2006.

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

Printed by the authority of the Industrial Registrar.

TANNING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 8 February 2002 (331 I.G. 157), the following new clause number and subject matter:

3A. Secure Employment Provisions

2. Insert after clause 3, Contract of Employment, the following new clause:

3A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This order shall take effect from 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

TEACHERS (KU CHILDREN'S SERVICES) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 947 of 2006)

Before The Honourable Justice Schmidt

3 March 2006

VARIATION

1. Insert after paragraph (h)(v), of clause 2, Definitions, of the award published 13 January 2006 (356 I.G. 242), the following new paragraph:
 - (vi) A teacher may be employed under the Inclusion Support Program for a period not exceeding three years between 1 January 2006 and 31 December 2008. All other conditions of employment remain the same. The parties have agreed to meet to discuss any extension of the program beyond December 2008 before October 2008.
2. This variation shall take effect on and from 3 March 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

**TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW
SOUTH WALES - SECURITY EMPLOYEES - WAGES AND
CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1233 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 27 August 2004 (346 I.G. 119) the following new clause number and subject matter:

3A. Secure Employment Provisions relation to
Occupational Health and Safety

2. Insert after clause 3, Contract of Employment, the following new clause:

3A. Secure Employment Provisions Relating to Occupational Health and Safety

- (a) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (b) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (c) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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TNT EXPRESS COUNTRY NSW CONSENT AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in alphabetical order in the Arrangement of the award published 15 December 2000 (321 I.G. 56), the following new clause number and subject matter:

32. Secure Employment

2. Insert after clause 31, Anti-Discrimination, the following new clause:

32. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

(i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

(ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

(iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

TNT EXPRESS SYDNEY DRIVERS CONSENT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 1 April 2005 (349 I.G. 848), the following new clause number and subject matter:

38. Secure Employment

2. Insert after clause 37, No Extra Claims Commitment, the following new clause:

38. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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TRANSPORT INDUSTRY - CASH-IN-TRANSIT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 4 April 2003 (339 I.G. 63), the following new clause number and subject matter:

39. Secure Employment

2. Insert after clause 38, Area, Incidence and Duration, the following new clause:

39. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - MIXED ENTERPRISES INTERIM (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement, of the award published 23 November 2001 (329 I.G. 748), the following new clause number and subject matter:

57. Secure Employment

2. Insert after clause 56, Redundancy, the following new clause:

57. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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TRANSPORT INDUSTRY - PETROLEUM, &c., DISTRIBUTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement, of the award published 24 August 2001 (327 I.G. 62), the following new clause and subject matter:

42A. Occupational Health and Safety

2. Insert after paragraph 28.2.3, of clause 28, Casual Employees And Part-Time Employees, the following new paragraph:

23.2.4 Conversion of casual employment

- 28.2.4(i) A casual employee, other than an irregular casual employee as defined in clause 28.2.4(xi), who has been engaged by a particular employer for a sequence of periods of employment under this Award during a period of twelve months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- 28.2.4(ii) An employer of such an employee shall give the employee notice in writing of the provisions of clause 28.2.5 within four weeks of the employee having attained such period of twelve months.
- 28.2.4(iii) The employee retains his or her right of election under this clause even if the employer fails to comply with clause 28.2.4(ii).
- 28.2.4(iv) A casual employee who does not, within four weeks of receiving written notice, elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- 28.2.4(v) Any casual employee who has a right to elect under clause 28.2.4(i), upon receiving notice under clause 28.2.4(ii) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall either consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

- 28.2.4(vi) A casual employee who has elected to be converted to a full-time employee or a part-time employee, may only revert to casual employment by written agreement with the employer.
- 28.2.4(vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 28.2.4(i), the employer and employee in accordance with this subparagraph, and subject to clause 28.2.4(iii), shall discuss and agree upon:
- (1) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked as set out in clause 28.4.
- 28.2.4(viii) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.
- Following such agreement being reached, the employee shall convert to full-time or part-time employment.
- Where, in accordance with clause 28.2.4(v) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- 28.2.4(ix) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- 28.2.4(x) An employee must not be engaged, disengaged and re-engaged to avoid any obligation under this Award.
- 28.2.4(xi) An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 28.2.4(xii) The provisions of clause 28.2.4 do not apply to irregular casual employees.

3. Insert after paragraph 28.3.5, of clause 28, Casual Employees And Part-Time Employees, the following new paragraphs:

28.3.6 Conversion of casual employment - rural distribution operations

- 28.3.6(i) A casual employee, other than an irregular casual employee as defined in clause 28.3.6(xi), who has been engaged by a particular employer for a sequence of periods of employment under this Award during a period of twelve months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- 28.3.6(ii) An employer of such an employee shall give the employee notice in writing of the provisions of clause 28.3.6 within four weeks of the employee having attained such period of twelve months.

- 28.3.6(iii) The employee retains his or her right of election under this clause even if the employer fails to comply with clause 28.3.6(ii).
- 28.3.6(iv) A casual employee who does not, within four weeks of receiving written notice, elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion,
- 28.3.6(v) Any casual employee who has a right to elect under clause 28.3.6(i), upon receiving notice under clause 28.3.6(ii) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall either consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- 28.3.6(vi) A casual employee who has elected to be converted to a full-time employee or a part-time employee, may only revert to casual employment by written agreement with the employer.
- 28.3.6(vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 28.3.6(i), the employer and employee in accordance with this subparagraph, and subject to clause 28.3.6(iii), shall discuss and agree upon:
- (1) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked as set out in clause 28.4.
- 28.3.6(viii) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to fulltime employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.
- Following such agreement being reached, the employee shall convert to fulltime or part-time employment.
- Where, in accordance with clause 28.3.6(v) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- 28.3.6(ix) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure,
- 28.3.6(x) An employee must not be engaged, disengaged and re-engaged to avoid any obligation under this Award
- 28.3.6(xi) An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 28.3.6(xii) The provisions of clause 28.3.6 do not apply to irregular casual employees.

4. Insert after clause 42, Heavy Articles, the following new clause:

42A. Occupational Health and Safety

- (i) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (ii) Nothing in this subclause (f) is intended to affect or detract from any obligation or responsibility upon a contract business or labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
5. This variation shall take effect from the 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - QUARRIED MATERIALS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement, of the award published 24 August 2001 (327 I.G. 39), the following new clause and subject matter:

41. Secure Employment

2. Insert after clause 40, Right of Entry, the following new clause:

41. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 15 September 2000 (318 I.G. 806), the following new clause number and subject matter:

45. Secure Employment

2. Insert after clause 44, Redundancy, the following new clause:

45. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - TRADE WASTE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 24 September 2004 (346 I.G. 548), the following new clause number and subject matter:

46. Secure Employment

2. Insert after clause 45, Leave Reserved, the following new clause:

46. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - WASTE COLLECTION AND RECYCLING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 16 December 2005 (355 I.G. 389), the following new clause number and subject matter:

39. Secure Employment

2. Insert after clause 38, Area, Incidence and Duration, the following new clause:

39. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - WOOD AND COAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement, of the award published 23 November 2001 (329 I.G. 791), the following new clause number and subject matter:

43. Secure Employment

2. Insert after clause 42, Leave Reserved, the following new clause:

43. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Zoological Parks Board of New South Wales.

(No. IRC 813 of 2006)

Before Mr Deputy President Sams

3 March 2006

VARIATION

1. Delete clause 50, Area, Incidence and Duration, of the award published 20 April 2000 (315 I.G. 192), and insert in lieu thereof the following:

50. Area, Incidence and Duration

This award shall apply to employees of the classifications specified herein within the jurisdiction of the Transport Industry (State) Conciliation Committee.

Provided that this award does not apply in respect of persons covered by the following awards:

- 50.1 The Road Transport Facility - Port Kembla (The Broken Hill Proprietary Company Limited) Award 1994, made February 1995;
- 50.2 The Heggies Bulkhaul Limited Bulk Haulage Enterprise Award 1994; and
- 50.3 The Comet Sydney Sortation Award 1995;
- 50.4 the Zoological Parks Board of New South Wales Wages Employees' Award

and any award or enterprise agreement succeeding, replacing or modifying the above awards.

This award does not apply to Assistant Concrete Pump Operators covered by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award.

This award rescinds and replaces the Transport Industry (State) Award, published 26 September, 1997 (301 IG 204) and shall operate on and from the beginning of the first pay period to commence on or after 10 April 2000, and shall remain in force thereafter for a period of two years.

2. This variation shall take effect from the 3 March 2006.

P. J. SAMSD.P.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 659 of 2006)

Before The Honourable Justice Marks

10 March 2006

VARIATION

1. Delete clause 50, Area, Incidence and Duration, of the award published 20 April 2000 (315 I.G. 192), and insert in lieu thereof the following:

50. Area, Incidence and Duration

This award shall apply to employees of the classifications specified herein within the jurisdiction of the Transport Industry (State) Industrial Committee.

Provided that this award does not apply in respect of persons covered by the following awards:

- 50.1 The Road Transport Facility - Port Kembla (The Broken Hill Proprietary Company Limited) Award 1994, made February 1995;
- 50.2 The Heggies Bulkhaul Limited Bulk Haulage Enterprise Award 1994; and
- 50.3 The Comet Sydney Sortation Award 1995;
- 50.4 the Zoological Parks Board of New South Wales Wages Employees' Award

and any award or enterprise agreement succeeding, replacing or modifying the above awards.

This award does not apply to Assistant Concrete Pump Operators covered by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award.

This Award does not apply to Mobile Concrete Pump Hosepersons or Line Hands covered by the Building and Construction Industry (State) Award.

This Award does not apply to Mobile Concrete Line Pump Operators and Mobile Concrete Boom Pump Operators covered by the Plant, &c., Operators on Construction (State) Award.

This award rescinds and replaces the Transport Industry (State) Award, published 26 September, 1997 (301 IG 204) and shall operate on and from the beginning of the first pay period to commence on or after 10 April 2000, and shall remain in force thereafter for a period of two years.

TRANSPORT INDUSTRY (STATE) INDUSTRIAL COMMITTEE INDUSTRIES AND CALLINGS

All drivers and loaders of trolleys, drays, carts, floats, articulated or semi-articulated vehicles and trailers and motor and other power-propelled vehicles, including motor cycles engaged in the carriage of goods, merchandise and the like, together with bicycle couriers, employees engaged in greasing or washing any such vehicle, employees without supervisory or other duties beyond those of loading or unloading vehicles employed by common carriers or who are not engaged upon or in connection with the premises of the employer, not being a common carrier, and employees of common carriers receiving, sorting and loading or unloading goods for delivery or re-delivery, carters, tip carters and tip wagon drivers, brakesmen or extra hands, trace boys, and all grooms, stablemen and yardmen employed in connection with any of the above, and drivers of mobile cranes, auto trucks and fork lifts employed by general carriers in connection with the carriage

of goods, merchandise and the like, employees driving or operating mobile cranes, fork lifts, tractors, tow motors, industrial trucks, yard trucks or utility vehicles in and about wholesale oil stores, persons, other than storemen and packers, employed in the loading, stacking and unloading of railway trucks, in the State, excluding the County of Yancowinna, but including motor lorry drivers employed by the roads and Traffic Authority in or in connection with the construction or maintenance of roads and bridges in that part of the County of Yancowinna which is outside the Municipality of Broken Hill;

and

Brick, tile & pottery carters, timber carters and dry cleaning & laundry carters, including drivers of motor and other power - propelled vehicles

and grooms, stablemen, yardmen, trace boys and brakemen or extra hands employed in or in connection therewith in the State, excluding the County of Yancowinna;

and

Chauffeurs and motor car drivers employed on motor coaches, cars and all motor vehicles, used for purpose of carrying passengers, persons or workmen notwithstanding such vehicles are not plying for hire, provided such vehicles are normally capable of carrying less than eight sitting passengers or persons, in the State, excluding the Country of Yancowinna, excepting drivers of motor wagons which are not used for the purpose of conveying passengers or workmen, and employees who are not engaged in business or trade;

excepting employees of -

State Rail Authority of New South Wales

State Transit Authority of New South Wales;

Sydney Water;

The Hunter District Water Board;

The Council of the City of Sydney;

Sydney Electricity;

The Council of the City of Newcastle;

Municipal, Shire and County Councils;

Electricity Commission of New South Wales (Pacific Power);

Motor Car Washers, &c., (State)

Quarries, Gravel and Sand Pits (State);

Butter, &c., Factory Employees (Newcastle and Northern);

Butter, &c., Factory Employees (State);

Fruit Packing Houses Employees (State);

Malted Milk Manufacturing (State);

Sawmillers, &c., (State);

Sugar Manufacturers (State);

Tubemakers of Australia Limited, Newcastle

Tubemakers of Australia Limited, Yennora;

Shoalhaven Scheme;

Googong Dam Project;

Country Councils (Electricity Undertakings) Employees;

Shortland County Council;

University Employees, &c., (State);

excepting employees also -

Motor lorry drivers, assistants, loaders, washers and greasers employed by breweries;

Persons coming within the jurisdiction of the Crown employees (Skilled Tradespersons) Industrial Committee.

The said Industrial Committee shall consist of two (2) representatives of employers and two (2) representatives of employees.

The representatives of employers shall be appointed, upon nomination as prescribed, by the New South Wales Road Transport Association.

The representatives of employees shall be appointed, upon nomination as prescribed, by the Transport Workers' Union of Australia, New South Wales Branch.

2. This variation shall take effect from the beginning of the first pay period to commence on or after 10 March 2006.

F. MARKS *J*

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TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 20 April 2000 (315 I.G. 192), the following new clause number and subject matter:

51. Secure Employment

2. Insert after clause 50, Area, Incidence and Duration, the following new clause:

51. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

3. This variation shall take effect from 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Rename in clause 1, Arrangement of the award published 18 May 2001 (324 I.G. 935), clause 20, Compassionate Leave to read as:
 20. Bereavement Leave
2. Insert in numerical order in clause 1, the following new clause number and subject matter:
 - 21A. Parental Leave
3. Insert after subclause (c) of clause 5 Casual Employees - All Shops, the following new subclauses (d) and (e).
 - (d) Personal/Carers Entitlement for Casual Employees
 - (i) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of Clause 21 Personal/Carer's Leave, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 21 Personal/Carer's Leave, who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (e) Bereavement Leave Entitlements for Casual Employees
 - (i) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of Clause 21 Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 21 Personal / Carer's Leave.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

4. Delete all references to "Compassionate" and "compassionate" in Clause 20, Compassionate Leave and insert in lieu thereof the following:

"Bereavement" and "bereavement"

5. Delete paragraphs (a) and (b) of subclause (1) of clause 21 Personal/Carer's Leave and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 18, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(b) The employee shall, if required,

(i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

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

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

6. Insert the following notation after paragraph (d) of subclause (1) of Clause 21:

Notation:

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

Where the parties are unable to reach agreement the disputes procedure at Clause 31 Dispute Settlement Procedures should be followed.

7. Delete paragraph (a) of subclause (2) of clause 21 and insert in lieu thereof the following:

(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 class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) above who is ill or who requires care due to an unexpected emergency.

8. Delete paragraph (a) of subclause (3) of clause 21, and insert in lieu thereof the following:

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

9. Insert after paragraph (c) of subclause (3) Annual Leave of clause 21 the following new subclause (d)

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

10. Insert after clause 21 Personal/Carer's Leave, the following new clause:

21A. Parental Leave

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

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

11. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

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RETAIL SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs (a) and (b) subclause (1) of clause 13, Personal/Carer's Leave of Part A, of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 12, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day."
 - (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person."
2. Delete paragraph (a) of subclause (2) of clause 13 of Part A, and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) above who is ill or who requires care due to an unexpected emergency.
3. Delete paragraph (a) of subclause (3) of Clause 13 of Part A, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
4. Insert after paragraph (c) of subclause (3) of clause 13 of Part A, the following new subclause (d):
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
5. Insert after subclause (6) of clause 13 of Part A, the following new subclause:
 - (7) Personal/Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of this

clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."
6. Insert in numerical order in clause 1, Arrangement in Part A of the Appendix, , the following new clause number and subject matter:

21A. Parental Leave

7. Insert after subclause (5) of clause 20 Compassionate Leave, of Part A of the Appendix the following new subclause (6).

(6) Compassionate Leave entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of Clause 21 Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 21 Personal/Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

8. Delete paragraphs (a) and (b) of subclause (1) of clause 21 Personal/Carer's Leave, of Part A of the Appendix and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 18, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

9. Delete paragraph (a) of subclause (2) of Clause 21 of Part A of the Appendix and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) above who is ill or who requires care due to an unexpected emergency.
10. Delete paragraph (a) of subclause (3) of clause 21 of Part A of the Appendix and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
11. Insert after paragraph (c) of subclause (3) of clause 21 of Part A of the Appendix the following new paragraph (d).
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
12. Insert after subclause (6) of clause 21 of Part A of the Appendix the following new subclause (7).
 - (7) Personal/Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."
13. Insert after clause 21 Personal/Carer's Leave, of Part A of the Appendix, the following new clause.

21A. Parental Leave

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

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

(3) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

14. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar.*

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RESTAURANT, &c., EMPLOYEES' RETAIL SHOPS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert in numerical order in the Arrangement of the award published 31 August 2001 (327 I.G. 368) the following new clause number and subject matter.

19A. Parental Leave

2. Delete paragraphs (a) and (b) of subclause (i) of clause 18 Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 17, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

3. Delete paragraph (a) of subclause (ii) of clause 18 and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph (ii) of paragraph (c) of subclause (i) above who is ill or who requires care due to an unexpected emergency.
4. Delete paragraph (a) of subclause (iii) of Clause 18 and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
5. Insert after paragraph (c) of subclause (iii) of clause 18 the following new paragraph (d).
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

6. Insert after subclause (vi) of clause 18 the following new subclause (vii):

(vii) Personal/Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (i) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of subclause (i) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."

7. Insert after subclause (v) of Clause 19 Compassionate Leave, the following new subclause:

(vi) Compassionate Leave entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (i) of Clause 18 Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (i) of Clause 18 Personal / Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected."

8. Insert after clause 19, Compassionate Leave, the following new clause:

19A. Parental Leave

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

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

(3) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

(4) Communication during parental leave

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

9. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar.*

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UNIVERSITY UNIONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete clause 20, Parental Leave of the award published 22 August 2003 (341 I.G. 100), and insert in lieu thereof the following:

20. Parental Leave

- 20.1 Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

- 20.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

20.2.1 the employee or employee's spouse is pregnant; or

20.2.2 the employee is or has been immediately absent on parental leave.

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

- 20.3 Right to request

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

20.3.1.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

20.3.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

20.3.1.3 to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under 20.3.1.2 and 20.3.1.3 must be recorded in writing.

20.3.4 Request to return to work part-time

Where an employee wishes to make a request under 20.3.1.3, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

20.4 Communication during parental leave

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

20.4.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

20.4.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

20.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 20.4.1.

2. Delete paragraphs 22.1.1 and 22.1.2 of subclause 22.1 of clause 22 Personal/Carer's Leave and insert in lieu thereof the following:

22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 22.1.3.2 of paragraph 22.1.3, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 21, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

22.1.2 The employee shall, if required,

2.2.1.2.1 establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

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

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

3. Delete subclause 22.2 of clause 22 and insert in lieu thereof the following:

22.2 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 class of person set out in subparagraph 22.1.3.2 of paragraph 22.1.3 of subclause 22.1 above who is ill or who requires care due to an unexpected emergency.

4. Delete paragraph 22.3.1 of subclause 22.3 of clause 22 and insert in lieu thereof the following:

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

5. Insert after paragraph 22.3.3 of subclause 22.3 of clause 22 the following new paragraph 22.3.4.

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

6. Insert after subclause 22.5 of clause 22 the following new subclause 22.6.

22.6 Personal/Carers Entitlement for casual employees

22.6.1 Subject to the evidentiary and notice requirements in paragraphs 22.1.2 and 22.1.4 of subclause 22.1 above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph 22.1.3.2 of paragraph 22.1.3 of subclause 22.1 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

7. Insert after subclause 23.5 of clause 23, Bereavement Leave, the following new subclause 23.6.

23.6 Compassionate Leave entitlements for casual employees

23.6.1 Subject to the evidentiary and notice requirements in paragraphs 22.1.2 and 22.1.4 of subclause 22.1 of Clause 22 Personal / Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 22.1.3.2 of paragraph 22.1.3 of subclause 22.1 of Clause 22 Personal / Carer's Leave.

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

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

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs (i) and (ii) of subclause (a) of clause 24, Personal/Carer's Leave of the award published 1 June 2001 (325 I.G. 1), and insert in lieu thereof the following:
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 23, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day."
 - (ii) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
2. Delete paragraph (i) of subclause (b) of clause 24 and insert in lieu thereof the following:
 - (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) above who is ill or who requires care due to an unexpected emergency.
3. Delete paragraph (i) of subclause (c) of Clause 24 Personal/Carer's Leave and insert in lieu thereof the following:
 - (i) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
4. Insert after paragraph (iii) subclause (c) of Clause 24 the following new paragraph (iv).
 - (iv) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
5. Insert after subclause (f) of clause 24 Personal/Carer's Leave the following new subclause (g).
 - (g) Personal/Carers Entitlement for casual employees
 - (i) Subject to the evidentiary and notice requirements in paragraphs (ii) and (iv) of subclause (a) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (2) of paragraph (iii) of subclause (a) of this

clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

6. Insert after subclause (e) of clause 25 Bereavement Leave the following new subclause (f):

(f) Bereavement entitlements for casual employees

- (i) Subject to the evidentiary and notice requirements in paragraphs (ii) and (iv) of subclause (a) of Clause 24 Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (2) of paragraph (iii) of subclause (a) of Clause 24 Personal / Carer's Leave.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected."

7. Delete clause 36 Parental Leave and insert in lieu thereof the following:

36. Parental Leave

- (a) Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*
- (b) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

(c) Right to request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under (c)(i)(2) and (c)(i)(3) must be recorded in writing.

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

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

- (e) Communication during parental leave

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

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

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WAREHOUSE EMPLOYEES DRUG (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs (i) and (ii) of subclause (a) of clause 24 Personal/Carer's Leave of the award published 25 May 2001 (324 I.G. 1181) and insert in lieu thereof the following:
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 23, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person."
2. Delete paragraph (i) of subclause (b) of clause 24 and insert in lieu thereof the following:
 - (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) above who is ill or who requires care due to an unexpected emergency."
3. Delete paragraph (i) of subclause (c) of clause 24 and insert in lieu thereof the following:
 - (i) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
4. Insert after paragraph (iii) of subclause (c) of Clause 24 the following new paragraph (iv).
 - (iv) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
5. Insert after subclause (f) of clause 24, the following new subclause:
 - (g) Personal/Carers Entitlement for casual employees
 - (i) Subject to the evidentiary and notice requirements in paragraphs (ii) and (iv) of subclause (a) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (2) of paragraph (iii) of subclause (a) of this

clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."

6. Insert after subclause (v) of clause 25 Bereavement Leave, the following new subclause:

(vi) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (ii) and (iv) of subclause (a) of Clause 24 Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (2) of paragraph (iii) of subclause (a) of Clause 24 Personal/Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected."

7. Delete Clause 27, Parental Leave and insert in lieu thereof the following:

27. Parental Leave

- (a) Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*:
- (b) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

(c) Right to request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under (c)(i)(2) and (c)(i)(3) must be recorded in writing.

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

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

(d) Communication during parental leave

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

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

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WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs (a) and (b) of subclause (1) of clause 18 Personal/Carer's Leave of the award published 23 November 2001 (329 I.G. 860) and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 17, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day."
 - (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
2. Delete paragraph (a) of subclause (2) of clause 18 and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) above who is ill or who requires care due to an unexpected emergency."
3. Delete paragraph (a) of subclause (3) of clause 18 and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties."
4. Insert after paragraph (c) of subclause (3) of clause 18 the following new paragraph (d).
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due."
5. Insert after subclause (6) of clause 18 the following new subclause (7):
 - (7) Personal/Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of this

clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."

6. Insert after subclause (v) of clause 19 Bereavement Leave the following new subclause (vi):

(vi) Compassionate Leave entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of Clause 18 Personal / Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 18 Personal / Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected."

7. Delete clause 33 Parental Leave and insert in lieu thereof the following:

33. Parental Leave

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

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

(iii) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under (iii)(a)(2) and (iii)(a)(3) must be recorded in writing.

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

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

(iv) Communication during parental leave

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

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

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PHARMACY ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs (a) and (b) of subclause (1) of clause 24 Personal/Carer's Leave of the award published 13 October 2000 (319 I.G. 285), and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 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, provided for at Clause 23, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required:
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person."
2. Delete paragraph (a) of subclause (2) of Clause 24 and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph 24(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency."
3. Delete paragraph (a) of subclause (3) of Clause 24 and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties."
4. Insert after subparagraph (c) of subclause (3) of Clause 24 the following new paragraph (d):
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
5. Insert after subclause (6) of clause 24 the following new subclause (7):
 - (7) Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subparagraphs 24(1)(b) and 24(1)(d) above casual employees are entitled to not be available to attend work, or to leave work if they need to

care for a person prescribed in subparagraph 24(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."
6. Insert after subclause (e) of clause 25, Bereavement Leave, the following new subclause (f):
- (f) Bereavement entitlements for casual employees
- (i) Subject to the evidentiary and notice requirements in subparagraphs 24(1)(b) and 24(1)(d) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 24(1)(c)(ii) of Clause 24 - Personal/Carers Leave.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
7. Delete clause 42 Parental Leave, and insert in lieu thereof the following:

42. Parental Leave

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

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

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

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under subparagraphs 42(c)(i)(2) and 42(c)(i)(3) must be recorded in writing.

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

Where an employee wishes to make a request under subparagraph 42(c)(i)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(d) Communication during parental leave

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

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar.*

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MOTOR VEHICLE SALESPERSON (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs (a) and (b) of subclause (1) of clause 22, Personal/Carers Leave of the award published 3 November 2000 (319 I.G. 1092) and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 22(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 21, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day."
 - (b) The employee shall, if required:
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person."
2. Delete paragraph (a) of subclause (2) of Clause 22, and insert in lieu thereof the following:
 - (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 class of person set out in 22(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency."
3. Delete paragraph (a) of subclause (3) of clause 22 and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
4. Insert after paragraph (c) of subclause (3) of clause 22 the following new paragraph (d):
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
5. Insert after subclause (6) of Clause 22 the following new subclause (7):
 - (7) Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in 22(1)(b) and 22(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 22(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
6. Insert after subclause (e) of clause 23 Bereavement Leave, the following new subclause (f):
- (f) Bereavement entitlements for casual employees
- (i) Subject to the evidentiary and notice requirements in subparagraphs 22(1)(b) and 22(1)(d) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 22(1)(c)(ii) of Clause 22 - Personal/Carers Leave.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected."
7. Delete clause 27 Parental Leave, and insert in lieu thereof the following:

27. Parental Leave

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

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

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

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

The employee's request and the employer's decision made under 27(3)(a)(ii) and 27(3)(a)(iii) must be recorded in writing.

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

Where an employee wishes to make a request under 27(3)(a)(iii) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

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

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar.*

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COMMUNITY PHARMACY (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs 29.1.1 and 29.1.2, of clause 29, Personal/Carers Leave, of the award published 21 December 2001 (330 IG 597), and insert in lieu thereof the following:

29.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 29.1.3(b) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 28, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

29.1.2 The employee shall, if required:

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

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

2. Delete paragraph 29.2.1, of the said clause 29, and insert in lieu thereof the following:

29.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 29.1.3(b) above who is ill or who requires care due to an unexpected emergency.

3. Delete paragraph 29.3.1, of the said clause 29, and insert in lieu thereof the following:

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

4. Insert after paragraph 29.3.3, of the said clause 29, the following new paragraph:

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

5. Insert after subclause 29.5, of the said clause 29, the following new subclause:

29.6 Personal Carers Entitlement for casual employees

29.6.1 Subject to the evidentiary and notice requirements in 29.1.2 and 29.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 29.1.3(b) of this clause who are sick and

require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

6. Insert after subclause 30.5, of clause 30, Bereavement Leave, the following new subclause:

30.6 Bereavement entitlements for casual employees

30.6.1 Subject to the evidentiary and notice requirements in subclauses 29.1.2 and 29.1.4 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 29.1.3(b) of clause 29, Personal/Carers Leave.

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

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

7. Delete clause 34, Parental Leave, and insert in lieu thereof the following:

34. Parental Leave

34.1 Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to the *Industrial Relations Act 1996* (NSW)

34.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

34.2.1 the employee or employee’s spouse is pregnant; or

34.2.2 the employee is or has been immediately absent on parental leave.

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

34.3 Right to request

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

(a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

(b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under 34.3.1(b) and 34.3.1(c) must be recorded in writing.

34.3.4 Request to return to work part-time

Where an employee wishes to make a request under 34.3.1(c) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

34.4 Communication during parental leave

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

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

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

34.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 34.4.1 above.

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

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SERIAL C5153**VAN SALES EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs (1) (a) and (b), of clause 28, Personal/Carers Leave, of the award published 7 September 2001 (327 IG 529), and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 28(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 27 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required:
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
2. Delete paragraph (2) (a) of the said clause 28, and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph 28(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
3. Delete paragraph (3) (a) of the said clause 28, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
4. Insert after paragraph (3) (c), of the said clause 28, the following new paragraph:
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
5. Insert after subclause (6), of the said clause 28, the following new subclause:
 - (7) Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subparagraphs 28(1)(b) and 28(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph 28(1)(c)(ii) of this clause who are

sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

6. Insert after subclause (v), of clause 29, Bereavement Leave, the following new subclause:

(vi) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in sub paragraphs 28(1)(b) and 28(1)d) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in sub paragraph 28(1)(c)(ii) of clause 28, Personal/Carers Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

7. Delete clause 44, Parental Leave, and insert in lieu thereof the following:

44. Parental Leave

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

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

(c) Right to request

(i) An employee entitled to parental leave may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under subparagraphs 44(c)(i)(2) and 44(c)(i)(3) must be recorded in writing.

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

Where an employee wishes to make a request under subparagraph 44(c)(i)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(d) Communication during parental leave

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

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

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VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs (1) (a) and (b), of Clause 24, Personal/Carers Leave, of the award published 22 November 2002 (337 IG 65), and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 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, provided for at Clause 23, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required:
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
2. Delete paragraph (2) (a), of the said clause 24, and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph 24(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
3. Delete paragraph (3) (a), of the said clause 24, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
4. Insert after paragraph (3) (c), of the said clause 24, the following new paragraph:
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

5. Insert after subclause (6), of the said clause 24, the following new subclause:
- (7) Personal Carers Entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in subparagraphs 24(1)(b) and 24(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph 24(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
6. Insert after subclause (e), of clause 25, Bereavement Leave, the following new subclause:
- (f) Bereavement entitlements for casual employees
- (i) Subject to the evidentiary and notice requirements in subparagraphs 24(1)(b) and 24(1)(d) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 24(1)(c)(ii) of clause 22, Personal/Carers Leave.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
7. Insert after subparagraph (A) (2) (f), of clause 37, Parental Leave, the following new subparagraph:
- (g) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
8. Insert after paragraph (A) (14), of the said clause 37, the following new paragraph:
- (15) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) above.
9. Insert after each of the following subparagraphs (B) (2) (g) and (C) (2) (g), of the said clause 37, the following new subparagraph:
- (h) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

10. Insert after each of the following paragraphs (A)(3), (B)(3) and (C) (3), of the said clause 37, the following new paragraph:
- (3A) Right to request
- (i) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

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

The employee's request and the employer's decision made under subparagraphs (3A)(i)(2) and (3A)(i)(3) must be recorded in writing.
 - (iv) Request to return to work part-time

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

11. Insert after paragraph (B) (12), of the said clause 37, the following new paragraph:

(13) Communication during parental leave

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

12. Insert after paragraph (C) (13), of the said clause 37, the following new paragraph:

(14) Communication during parental leave

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

13. Delete paragraph (D) (2), of the said clause 37, and insert in lieu thereof the following:

(2) Entitlement - With the agreement of the employer:

- (a) Subject to a request made by the employee in accordance with subclauses 37(A)(3A), 37(B)(3A) and/or 37(C)(3A) of this Award:
 - (i) A male employee may work part time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

- (ii) A female employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.
- (iii) A female employee may work part time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (iv) In relation to adoption a female employee may work part time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

14. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

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BOOTMAKERS AND HEEL BAR OPERATIVES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert in numerical order in clause 1 Arrangement of the award published 31 August 2001 (327 I.G. 428), the following new clause number and subject matter:

24A Parental Leave

2. Delete paragraphs (a) and (b) of subclause (1) of clause 24 Personal/Carer's Leave and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 23, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (b) The employee shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

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

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

3. Delete paragraph (a) of subclause (2) of Clause 24 and insert in lieu thereof the following:

- (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 class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) above who is ill or who requires care due to an unexpected emergency.

4. Delete paragraph (a) of subclause (3) of clause 24 and insert in lieu thereof the following:

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

5. Insert after paragraph (c) of subclause (3) of clause 24 the following new paragraph:

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

6. Insert after subclause (6) of clause 24 the following new subclause:

(7) Personal/Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."

7. Insert after clause 24 Personal/Carer's Leave the following new clause:

24A. Parental Leave

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

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

(3) Right to request

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

(4) Communication during parental leave

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

8. Insert after subclause (e) of clause 25 Bereavement Leave the following new subclause:

(f) Bereavement Leave entitlements for casual employees

- (i) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of Clause 24 Personal / Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 24 Personal / Carer's Leave.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected."

9. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar.*

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PHOTOGRAPHIC INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete clause 22, Parental Leave, of the award published 25 January 2001 (321 I.G. 1060), and insert in lieu thereof the following:

22. Parental Leave

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

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

2. Insert after subclause (v), of clause 23, Bereavement Leave, the following new subclause:

(vi) Bereavement Leave entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (i) of clause 26 Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (i) of clause 26, Personal/Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

3. Delete paragraphs (i) (a) and (b), of clause 26, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 21, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

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

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

4. Delete paragraph (ii) (a), of the said clause 26, and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph (ii) of paragraph (c) of subclause (i) above who is ill or who requires care due to an unexpected emergency.
5. Delete paragraph (iii) (a), of the said clause 26, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
6. Insert after paragraph (iii) (c), of the said clause 26, the following new paragraph:
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
7. Insert after subclause (vi), of the said clause 26, the following new subclause:
 - (vii) Personal/Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (i) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of subclause (i) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

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TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Delete paragraphs (i) (a) and (b), of clause 24, State Personal/Carer's Leave, of the award published 3 August 2001 (326 I.G. 684), and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 23, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
2. Delete paragraph (2) (a), of the said clause 24, and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) above who is ill or who requires care due to an unexpected emergency.
3. Delete paragraph (3) (a), of the said clause 24, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
4. Insert after paragraph (3) (c), of the said clause 24, the following new paragraph:
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
5. Insert after subclause (5), of the said clause 24, the following new subclause:
 - (6) Personal/Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of

subclause (1) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

6. Insert after subclause (e), of clause 25, Bereavement Leave, the following new subclause:

- (f) Bereavement Leave entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of clause 24 State Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of clause 24 State Personal/Carer's Leave.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

7. Delete clause 38, Parental Leave, and insert in lieu thereof the following:

38. Parental Leave

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

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

(4) Communication during parental leave

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

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

- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

8. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

Printed by the authority of the Industrial Registrar.

WHOLESALE FRUIT AND VEGETABLE EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert in numerical order in the Arrangement of the award published 8 September 2000 (318 I.G. 552), the following new clause number and subject matter:

9A. Parental Leave

2. Delete paragraphs (a) and (b) of subclause (1) of clause 9 Personal/Carer's Leave and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 8, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

3. Delete paragraph (a) of subclause (2) of clause 9 and insert in lieu thereof the following:
 - (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 class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) above who is ill or who requires care due to an unexpected emergency.
4. Delete paragraph (a) of subclause (3) of clause 9 and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
5. Insert after paragraph (c) of subclause (3) of Clause 9 the following new subclause (d):
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

6. Insert after subclause (6) of Clause 9 the following new subclause (7):

(7) Personal/Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."

7. Insert after clause 9, Personal/Carer's Leave, the following new clause:

9A. Parental Leave

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

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

(3) Right to request

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

(4) Communication during parental leave

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

8. Insert after subclause (5) of clause 10 Bereavement Leave the following new subclause (6):

(6) Bereavement Leave entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of Clause 9 Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 9 Personal/Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected."

9. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar.*

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MANNEQUINS AND MODELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert in numerical order in clause 1, Arrangement, of the award published 9 February 2001 (322 I.G. 172), the following new clause numbers and subject matters:

- 9A. Personal/Carer's Leave
- 9B. Bereavement Leave
- 9C. Parental Leave

2. Insert after clause 9, Sundays and Public Holidays, the following new clauses:

9A. Personal/Carer's Leave

- (1) Evidentiary, Qualification and Notice Requirements

- (a) The entitlement to Personal / Carer's Leave in accordance with this clause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:

- 1. a spouse of the employee; or
- 2. a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- 3. a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial 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
- 4. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 5. a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

"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.

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

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

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

(2) Personal/Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (c) of subclause (1) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (ii) of paragraph (a) of subclause (1) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."

9B. Bereavement Leave

- (1) 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, together with proof of attendance in the case of a funeral outside of Australia.
- (2) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (a) of subclause (1) of clause 9A, Personal/ Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (3) Bereavement Leave entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (c) of subclause (1) of clause 9A Personal/Carer's Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (a) of subclause (1) of clause 9A Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

9C. Parental Leave

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

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a)."
3. This variation shall take effect from 19 December 2005.

NOTE: This variation is made pursuant to s 50 of the *Industrial Relations Act 1996*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright P, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON *Industrial Registrar*.

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ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1431 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 18 March 2005 (349 I.G. 265), the following clause number and subject matter:

18A. Secure Employment

2. Insert after clause 18, Deduction of Union Membership Fees, the following new clause:

18A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing

contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner

**ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES
EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4509 published 8 September 2006

(360 I.G. 1192)

(No. IRC 318 of 2006)

ERRATUM

1. Delete the title " Zoological Parks Board of New South Wales Wages Employees' Award, 2006", and substitute the following:

**ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES
EMPLOYEES' (STATE) AWARD**

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**ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES WAGES
EMPLOYEES' AWARD, 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4455 published 28 April 2006

(358 I.G. 1092)

(No. IRC 725 of 2006)

ERRATUM

1. Delete the award code "(748)" and substitute the following:

(1869)

2. Delete paragraph (b) of subclause 4.3 of clause 4, Application and renumber the existing clause "(c) to read as "(b)".

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**ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES WAGES
EMPLOYEES' AWARD, 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C5055 published 6 October 2006

(361 I.G. 376)

(No. IRC 1509 of 2006)

ERRATUM

1. Delete the award code "(748)" and substitute the following:

(1869)

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**ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES WAGES
EMPLOYEES' AWARD, 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4731 published 6 October 2006

(361 I.G. 377)

(No. IRC 1407 of 2006)

ERRATUM

1. Delete the award code "(748)" and substitute the following:

(1869)

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4452 published 8 September 2006

(360 I.G. 1200)

(No. IRC 815 of 2006)

ERRATUM

1. Delete instruction 1. and substitute the following:
1. Insert at the end of subclause 4.1 of clause 4, To Whom the Award Applies, of the award published 6 May 2005 (350 I.G. 827), and insert in lieu thereof the following:

"and Excepting employees covered by the Zoological Parks Board of New South Wales Wages Employees' Award, 2006"

Printed by the authority of the Industrial Registrar.

**ADVISERS (DIOCESE OF MAITLAND-NEWCASTLE) (STATE)
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Catholic Commission for Employment Relations.

(No. IRC 686 of 2006)

Before The Honourable Justice Wright, President

22 March 2006

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Advisers (Diocese of Maitland-Newcastle) (State) Award 2004 published 4 March 2005 (348 I.G. 967) as varied, be rescinded on and from 12 April 2006.

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA06/299 - Combined Community Legal Centres' Group (CCLCG) Enterprise Agreement 2006

Made Between: Combined Community Legal Centres' Group NSW -&- the Australian Services Union of N.S.W..

New/Variation: New.

Approval and Commencement Date: Approved and commenced 5 October 2006.

Description of Employees: The agreement applies to all employees employed by Combined Community Legal Centre's Group NSW, located at 3B, 491 Elizabeth Street, Surry Hills NSW 2010, who fall within the coverage of the Social and Community Services Employees (State) Award.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.