

Vol. 349, Part 1

11 March 2005

Pages 1 - 264



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

ISSN 0028-677X

CONTENTS

Vol. 349, Part 1

11 March 2005

Pages 1 - 264

	Page
Awards and Determinations -	
Awards Made or Varied -	
Aerated Waters, &c. (State)	(VSW) 238
BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2004	(AIRC) 109
Clerical Employees in Retail (State)	(VSW) 236
Coleambally Irrigation Consent Award 2004	(RIRC) 51
Crown Employees (Mine Safety and Environment Officers - Department of Mineral Resources)	(RIRC) 36
Crown Employees (Senior Officers Salaries 2004)	(RIRC) 103
Crown Employees (Sheriff's Officers) Award 2004	(RIRC) 92
Drug Factories (State)	(RVIRC) 217
Electrical, Electronic and Communications Contracting Industry (State)	(VSW) 241
Engine Drivers, &c., General (State)	(RVIRC) 212
Farm Assistants (Department of Education and Training) Wages and Conditions	(RIRC) 18
Gelatine and Glue Industry (State)	(RVIRC) 211
New South Wales TAFE Commission (Graphic Arts Section, Sydney Institute) Wages and Conditions	(RIRC) 82
Newcastle City Council Employees' Award 2003	(VSW) 240
Nurses, Non-Government Schools (State)	(RIRC) 1
Public Hospital Nurses' (State) Interim	(VIRC) 242
Public Hospital Nurses' (State) Interim	(VIRC) 245
Public Hospital Nurses' (State) Interim	(VIRC) 249
Public Hospital Nurses' (State) Interim	(VIRC) 253
Public Hospital Nurses' (State) Interim	(VIRC) 256
Public Service Association of New South Wales Industrial and Associated Officers (State) Sick Leave	(RIRC) 97
Retail Industry (State) Superannuation	(RVIRC) 215
Retail Services Employees (State)	(VSW) 230
School Support Staff (Country and Regional Dioceses) (State) Award 2001	(RVIRC) 210
State Sports Centre Trust Casual Event Staff (State) Award 2004	(RIRC) 29
Transport Industry - Retail (State) Award 1999	(VSW) 234
Obsolete Awards -	
Nurses' Air Ambulance (State)	259
Enterprise Agreements Approved by the Industrial Relations Commission	260

NEW SOUTH WALES

INDUSTRIAL GAZETTE

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[†]These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

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DEPUTY INDUSTRIAL REGISTRAR

Mr A. G. MUSGRAVE

NURSES, NON-GOVERNMENT SCHOOLS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1768 of 2004)

Before Mr Deputy President Grayson

25 June 2004

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Transitional Arrangements - Registered Nurse Incremental Scale
4.	Casual and Part-time Employees
5.	Payment of Salaries
6.	Higher Grade Duty
7.	Time Off Duty
8.	Vacation Leave
9.	Annual Leave Loading
10.	Long Service Leave
11.	Sick Leave
12.	Definitions
12.	Carer's Leave
13.	Catholic Personal/Carer's Leave
14.	Bereavement Leave
15.	Bereavement Leave (Catholic Standard)
16.	Uniform and Laundry Allowance
17.	Accommodation and Board
18.	Termination of Employment
19.	Preservation of Existing Rates
20.	Right of Entry
21.	Remuneration Packaging
22.	Leave Reserved
23.	Disputes Procedure
24.	Anti-Discrimination
25.	Labour Flexibility
26.	Superannuation
27.	Area, Incidence and Duration

PART B

Monetary Rates

Table 1 - Salaries

Table 2 - Other Rates and Allowances

1. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

Board means the Nurses Registration Board of New South Wales.

Registered Nurse means a person registered by the Board as such.

Senior Nurse means a registered nurse appointed to be in charge of one or more registered nurses.

Association means the New South Wales Nurses Association.

Service, for the purpose of clause 2, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, general nurse, geriatric nurse, mental retardation nurse, infants nurse, midwifery nurse, mothercraft nurse or psychiatric nurse, as the case may be; provided that, following initial registration as a general, mental retardation or psychiatric nurse, all subsequent registered service shall count.

Provided that incremental salary progression for all part-time and casual employees shall be on the basis of employees having completed the equivalent of one year's full-time employment on each step of the scale, i.e., 1,982 hours. All paid leave shall count towards service.

2. Salaries

- (i) The minimum rate shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Provided that the commencing rate of salary payable to a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purposes of this award as a UG1 qualification) shall be paid at the rate prescribed for the second year of service; and provided further that a registered nurse who has obtained the said qualification shall, on completion of the incremental scale noted herein, be entitled to proceed in the next year of service to the rate prescribed for such qualification in this award.
- (iii) NOTE: Any variation to the salaries prescribed by this award shall be calculated as follows:
 - (a) The annual salaries to be converted to a weekly rate, as prescribed in subclause (iv) of clause 4, Casual and Part-time Employees.
 - (b) The variation, whether a percentage or money sum, is to be applied to the weekly rates and the result rounded to the nearest 10 cents, any amount less than 5 cents to be disregarded.
 - (c) The final result in paragraph (b) is to be multiplied by 52.142857, calculated to the nearest dollar, to obtain the annual salaries of the award following the variation.

3. Transitional Arrangements - Registered Nurse Incremental Scale

- (i) For the purposes of this clause, transitional date means the first pay period commencing on or after 1 January 1999.
- (ii) The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table in subclause (iv) of this clause. The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the said Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.
- (iii) Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date; that

is, the transitional arrangements shall apply to all periods of employment under this award which commence on or after the transitional date.

(iv) Transitional Table

Column A (Old incremental scale)	Column B (New incremental scale)
First year of service	First year of service
Second year of service	First year of service
Third year of service	Second year of service
Fourth year of service	Third year of service
Fifth year of service	Fourth year of service
Sixth year of service	Fifth year of service
Seventh year of service	Sixth year of service
Eighth year of service	Seventh year of service
UG1	Eighth year of service

NOTE: For the purposes of the old incremental scale only a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing (Referred to for the purposes of this clause as a UGI qualifications)) shall enter the incremental scale on the second year of service.

- (v) The year of service determined by this clause shall be the year of service only for the purposes of clause 2, Salaries. In particular, this clause shall not affect the definition of service for the purposes of clauses 8, Vacation Leave; 11, Sick Leave, or 10, Long Service Leave.
- (vi) A registered nurse's anniversary date, for the purpose of moving to the next year of service, is not affected by this clause.

4. Casual and Part-Time Employees

- (i)
- (a) A casual nurse means a registered nurse who is engaged and paid as such.
- (b) A casual nurse shall be paid on an hourly rate calculated on the basis of 1/38 of the appropriate weekly rate prescribed by this award, plus 20 per cent, with a minimum payment of four hours for each start and shall also be paid all fares reasonably and actually incurred in travelling to and from work, provided that fares shall not be reimbursed for any employee who had not been employed as a casual by the employer on or prior to 31 August 1989.
- From the first pay period to commence on or after 1 May 1999, casuals shall be paid on an hourly rate calculated on the basis of 1/38 of the appropriate weekly rate prescribed by this award, plus 20 per cent (which shall include the entitlement to payment in respect of annual leave under the *Annual Holidays Act 1944*), with a minimum payment of two hours for each start and shall also be paid all fares reasonably and actually incurred in travelling to and from work, provided that fares shall not be reimbursed for any employee who had not been employed as a casual by the employer on or prior to 31 August 1989.
- (c) A casual shall not be entitled to the benefit of any of the other provisions of this award, except for clause 16, Uniform and Laundry Allowance, but shall be provided with meals during working hours.

(ii)

- (a) A part-time nurse means a registered nurse who is engaged to work for not less than 25 hours per week, but for less than 38 hours per week.
- (b) A part-time nurse shall be paid an hourly rate calculated on the basis of 1/38 of the appropriate weekly rate prescribed by this award, plus 10 per cent per hour, with a minimum weekly payment for 25 hours. (For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.)
- (iii) A nurse, other than a casual or part-time employee, who is engaged for a period of less than 13 weeks shall be paid the appropriate weekly rate of salary prescribed by this award, plus ten per cent thereof; provided that, if the employment of such an employee extends beyond the period of his/her engagement, he/she shall be paid, during such extended period, the appropriate weekly rate of salary prescribed by this award; provided further, that if during such period of 13 weeks the employer and the employee agree that the employee shall be employed on a permanent basis this clause shall, therefore, cease to apply to such employee.
- (iv) For the purposes of this clause, appropriate weekly rate shall mean the rate obtained by dividing the relevant annual rate for an employee as prescribed by clause 2, Salaries, by 52.142857, calculated to the nearest ten cents, any amount less than five cents to be disregarded.

5. Payment of Salaries

- (i) Casual employees shall be paid upon the completion of each engagement.
- (ii) Salaries shall be paid weekly, fortnightly or monthly.
- (iii) Employees may have their salary paid into one account with a bank or other financial institution of New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day; provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of employers making their deposits with such financial institutions, but in such cases employers shall take reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day. Subject to adequate notice in writing on each occasion, employees who are rostered off duty on pay day shall be entitled to have their salary deposited before proceeding on their day or days off.
- (iv) Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the matter of the overpayment, including, when necessary and appropriate, discussion between the union and relevant employer representatives.

6. Higher Grade Duty

An employee who is called upon to relieve an employee in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive, for the period of relief, the minimum salary appropriate to such higher classification.

7. Time Off Duty

All employees shall be entitled to two days off duty each week, or four days off duty each fortnight, at a time mutually convenient to the employer and the employee. Such days off shall be consecutive, as far as is practicable, unless the employee and the employer agree otherwise. The days upon which days off are to be taken, once agreed between the employer and the employee, shall not be changed without seven days notice being given by each party.

8. Vacation Leave

- (i) This clause shall not apply to casual or part-time employees, who shall be entitled to annual leave as prescribed by the *Annual Holidays Act 1944*.
- (ii) Except as hereinafter provided, an employee shall be allowed the vacation leave granted to her/him by the school in which he/she is employed without deduction of pay; provided that such leave shall not be less than nine weeks per year, in all of which not less than six weeks shall be in one unbroken period during the Christmas vacation.
- (iii) If, after one month's continuous service in any qualifying 12-month period, an employee terminates his/her employment or his/her employment is terminated by the employer through no default of the employee, he/she shall be paid such proportion of vacation leave as the number of completed months of his/her service in that qualifying period of 12 months, less any amounts which have been paid in respect of vacation leave already taken during such qualifying period, bears to 52.
- (iv) Any time in respect of which an employee is absent from work, except time when he/she is absent on sick leave or time spent on vacation leave, or public holidays when the school is closed, shall not count for the purpose of determining his/her right to annual leave.

9. Annual Leave Loading

- (i) In this clause, the *Annual Holidays Act 1944* is referred to as the Act .
- (ii) Before an employee, other than a casual employee, is given and takes his/her annual holiday, or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.
- (iii) The loading is payable in addition to the pay for the period of annual holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award or, where such a holiday is given and taken in separate periods, then in relation to each separate period; provided that the loading shall only apply to the first four weeks of vacation leave prescribed by subclause (ii) of clause 8, Vacation Leave, taken by an employee after each qualifying period of service of 12 months.
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause at the rate of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, but shall not include the amounts prescribed in clause 16, Uniform and Laundry Allowance.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause, applying the award rates of wages payable on that day.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under the Act, such

proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close down as his/her qualifying period of employment in completed weeks bears to 52.

(viii)

- (a) Where the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, he/she shall be paid a loading calculated in accordance with subclause (v) of this clause for the period not taken.
- (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

10. Long Service Leave

For entitlement to long service leave, see the *Long Service Leave Act 1955*.

11. Sick Leave

An employee who, after not less than three months continuous service in his/her current employment, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at ordinary-time rates of pay for the time of such non-attendance, subject to the following:

- (i) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- (ii) The employee shall, as soon as reasonably practicable and in any case within 24 hours of commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of absence.
- (iii) Other than in respect of the first two days' absence in respect of sickness in any year, an employee shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to the school medical officer. Notwithstanding the foregoing, the employer may require other evidence of sickness.
- (iv) The employee shall, in respect of any year of continued employment, be entitled to paid sick leave for five working days during the employee's first year of service, eight working days during the second year of service and ten working days during each subsequent year of service. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or carried forward under this award in respect of such year.
- (v) The rights under this clause shall accumulate from year to year so long as the employee's employment continues with the employer so that any part of five days in the first year of service, eight days during the second year of service and ten days in any subsequent year of service which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.
- (vi) For the purposes of this clause, a year means a year of employment.
- (vii) A part-time employee shall be entitled to sick leave upon the same ratio as the number of hours worked in each week bears to 38.

(viii)

- (a) This clause shall operate on and from 12 February 1991.
- (b) Employees in their first year of service at the operative date shall, subject to the provisions of this clause, be entitled to five working days sick leave and shall be further eligible for eight working days sick leave on the anniversary of their employment.
- (c) Employees in their second year of service as at the operative date shall, subject to the provisions of this clause, be entitled to eight working days sick leave and shall be further eligible for ten working days sick leave on the anniversary of their employment.
- (d) Employees who have completed more than one year of service at the operative date shall be entitled to be credited with five days sick leave for each such year of service completed prior to the said date, irrespective of any sick leave previously taken.

12. Carer's Leave

(i) Use of Sick Leave -

- (a) A full-time or part-time employee with responsibilities in relation to a class of person as set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 11, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required by the employer, establish either by production of a medical certificate, statutory declaration, written statement or other evidence that the person concerned is ill and requires care. In normal circumstances, an employee shall not take carer's leave under this clause where another person has taken leave to care for a person referred to in the said subparagraph (ii).
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.

The term "immediate family" includes:

- (1) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to the person; and
 - (2) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) The employee shall not be entitled to paid carer's leave unless he or she notifies the Principal of the school (or a person deputised by the Principal) of the need for carer's leave and the estimated period of absence at the first available opportunity and, where possible, before the first organised activity at the school on the day of absence. The employee will have sick leave credits available to the extent of the leave to be taken.

- (e) Notwithstanding paragraph (a) of this subclause, a part-time employee is only entitled to an amount of carer's leave in the same proportion the hours of a part-time employee bears to 38 hours.
 - (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the employee.
- (ii) Unpaid Leave - 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 as set out in subparagraph (ii) of paragraph (c) of subclause (i) of this clause, who is ill.
- (iii) Annual Leave -
- (a) To give effect to this clause, but subject to the *Annual Holidays Act 1944*, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.

13. Catholic Personal/Carer's Leave

This clause only applies to employees who are employed under this award by a body which has been established by the Catholic Church to propagate religion, excepting employees employed by Chevalier College, Bowral; Kincoppal, Rose Bay; and, Loretto, Kirribilli. Where this clause applies, clause 12, Carer's Leave, shall not apply.

- (i) Use of Sick Leave to Provide Care and Support for a Family Member -
- (a) An employee, other than a casual employee, with responsibilities in relation to a family member as set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 11, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) If required, the employee shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the employee. An employee is not entitled to family leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.
- (ii) Use of Sick Leave for a Pressing Domestic Necessity -

- (a) Subject to paragraph (c) of this subclause, for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
 - (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person as defined in subparagraph (ii) of paragraph (c) of subclause (i) of this clause.
 - (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph (a) of subclause (i) of this clause, he or she may access any current or accrued sick leave for any pressing domestic necessity, where the employee is responsible for the care or support of a person not referred to in the said subparagraph (ii).
 - (d) The yearly entitlement for the purpose of pressing domestic necessity as set out in paragraph (b) of this subclause, is non-cumulative.
 - (e) If required, an employee shall provide a written statement or other evidence supporting the application for personal/ carer's leave for the purpose of pressing domestic necessity.
- (iii) Notification of Intention to Take Leave - In relation to subclauses (i) and (ii) of this clause, wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, 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.
- (iv) Unpaid Leave for Family Purpose - With the consent of the employer, an employee may elect to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph (ii) of paragraph (c) of subclause (i) or paragraph (c) of subclause (ii) of this clause, who is ill.
- (v) Annual Leave -
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

14. Bereavement Leave

Upon the death within Australia of an employee's husband or wife (including de facto husband or de facto wife), parent, child (including stepchild or ward), brother or sister, mother-in-law or father-in-law, the employee shall be entitled, upon notice, to leave of absence for two working days. Proof of death of the relative shall lie upon the employee.

Bereavement leave shall be available to an employee in respect of the death of a member of the employee's immediate family or household as defined in clause 12, Carer's Leave.

An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

Bereavement leave may be taken in conjunction with other leave available under subclauses (ii) and (iii) of the said clause 12. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.

15. Bereavement Leave (Catholic Standard)

This clause only applies to employees who are employed under this award by a body which has been established by the Catholic Church to propagate religion, excepting employees employed by Chevalier College, Bowral; Kincoppal, Rose Bay; and Loretto, Kirribilli. Where this clause applies, clause 14, Bereavement Leave, shall not apply.

- (a) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person as prescribed in subclause (c) of this clause.
- (b) 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.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Catholic Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available in clause 13, Catholic Personal/Carer's Leave. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

16. Uniform and Laundry Allowance

- (i) Where an employee is required or permitted to wear a uniform, such uniform shall be provided by the employer. In lieu of providing a uniform an employer may elect to pay the sum as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, except during the period of annual leave.
- (ii) Where uniforms are not laundered at the employer's expense, an allowance as set out in item 2 of the said Table 2 shall be paid to the employee.
- (iii) Uniforms, for the purpose of this clause, shall be sufficient, suitable and of a recognised serviceable standard for the performance of nursing duties.
- (iv) Where the employer requires any employee to wear headgear, it shall be provided and laundered by the employer free of charge.
- (v) Casual and part-time employees shall be paid the allowances under subclauses (i) and (ii) of this clause on a pro rata basis, calculated on the ratio that the number of hours worked by the employee bears to 38 per week.

17. Accommodation and Board

- (i) Where full board and lodging of seven days per week is provided for a nurse, the employer shall be entitled to deduct from the salary of the nurse the amount set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for board and the amount set out in Item 4 of the said Table 2 for lodging.

- (ii) When a nurse who is living out is provided with meals by the employer, a deduction at the rate of 1/21 of the value of board for each such meal may be made by the employer.
- (iii) When the building of a structure is commenced or a building acquired subsequent to the commencement of this award for the purpose of either solely or inter alia of providing lodging for a nurse in accordance with this clause, such lodging shall consist of not less than a private bedroom for the sole use of the nurse, and a bathroom and toilet for use by the nurse, and not more than three other members of the staff and the provision of a common sitting room for use by all members of the staff.

18. Termination of Employment

- (i) A new employee may be appointed by the employer, with notice in writing, on a probationary basis for a period not exceeding four weeks.
- (ii) During the first six months of employment termination shall be by two weeks notice on either side or the payment or forfeiture of two weeks salary, as the case may be, in lieu of notice.

For the purpose of this subclause service shall be deemed to be continuous, notwithstanding absence from employment on school vacation leave or school holidays or on account of sickness.

- (iii) After the first six months of continuous employment, the services of an employee may be terminated by either side giving four school weeks notice or the payment or forfeiture, as the case may be, of four weeks salary in lieu of notice.
- (iv) Notwithstanding the provisions of subclauses (ii) and (iii) of this clause, an employee may be dismissed at any time for serious misconduct or refusal of duty.

19. Preservation of Existing Rates

This award is made on the understanding that the salaries existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

20. Right of Entry

See Section 296-298 of the *Industrial Relations Act 1996*.

21. Remuneration Packaging

- (i) This clause shall apply to those individual schools wishing to facilitate the provision of salary and benefit packages to individual members of staff covered by this award.
- (ii) For the purpose of this clause:
 - (a) Benefits means the benefits nominated by the nurse from the benefits provided by the school and listed in paragraph (c) of subclause (iv) of this clause.
 - (b) Benefit Value means the amount specified by the school as the cost to the school of the benefit provided, including fringe benefit tax, if any.
 - (c) Fringe Benefit Tax means tax imposed by the *Fringe Benefits Tax Act 1986*.
- (iii) Conditions of Employment - Except as provided by this clause, nurses must be employed at a salary based on a rate of pay, and otherwise on terms and conditions not less than those prescribed by this award.
- (iv) Salary Packaging - The school may offer to provide, and the nurse may agree in writing to accept:
 - (a) the benefits nominated by the nurse; and

- (b) a salary equal to the difference between the benefit value and the salary which would have applied to the nurse under subclause (iii) of this clause, in the absence of an agreement under this clause.
- (c) the available benefits are those made available by the school from the following list:
 - (1) superannuation;
 - (2) other benefits offered by the school.
- (d) The school must advise the nurse in writing of the benefit value before the agreement is entered into.
- (v) During the currency of an agreement under subclause (iv) of this clause:
 - (a) Any nurse who takes paid leave on full pay shall receive the benefits and salary referred to in paragraphs (a) and (b) of subclause (iv) of this clause.
 - (b) If a nurse takes leave without pay, the nurse will not be entitled to any benefits during the period of leave.
 - (c) If a nurse takes leave on less than full pay, he/she shall receive:
 - (1) the benefits; and
 - (2) an amount of salary calculated by applying the formula:

$$A = S \times P\% - ((100\% - P\%) \times B)$$

where:

 - S = the salary determined by paragraph (b) of subclause
 - P = the percentage of salary payable during the above
 - B = benefit value.
 - A = amount of salary.
 - (d) Any other payment under this award calculated by reference to the nurse's salary, however described, and payable:
 - (1) during employment; or
 - (2) on termination of employment in respect of untaken paid leave; or
 - (3) on death,

shall be at the rate of pay which would have applied to the nurse under subclause (iii) of this clause, in the absence of an agreement under paragraphs (a) and (b) of subclause (iv) of this clause.

22. Leave Reserved

- (i) Leave is reserved to the Association to apply:
 - (a) as it may be advised following any change in rates of pay in the Public Hospital Nurses (State) Award published 5 September 1997 (300 I.G. 1033), as varied, where there is a similarity between an altered provision in the said award and this award and with respect to maternity leave, paternity leave, disaster leave and the quantum of bereavement leave;

- (b) in respect of salaries and allowances;
 - (c) in respect of shift and weekend penalties for part-time and casual employees.
- (ii) Leave is reserved to employer representatives in respect of vacation leave.

23. Disputes Procedure

It is an intention of the parties to this award to eliminate disputes which result in stoppages, bans or limitations, and it is agreed that the parties to this award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that, subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee and the immediate supervisor.
- (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, the union representative and the supervisor or manager of the relevant section or department, and the employer's industrial representative shall be notified.
- (iii) If no agreement is reached, the union representative will discuss the matter with the company's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved it may be referred by these parties to the Industrial Relations Commission of New South Wales for settlement.
- (vi) This clause shall not apply to any dispute as to a bona fide safety issue.

24. Anti-Discrimination

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

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

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

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

25. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training consistent with the employee's classification grouping.
- (ii) Any direction issued by an employer pursuant to subclause (i) of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

26. Superannuation

- (i) Definitions

For the purpose of this clause:

- (a) "Employee" means an employee employed by the employer to whom this award applies.
- (b) "Employer" means the employer of an employee to whom this award applies.
- (c) "Funds" means either:
 - (1) the New South Wales Non-Government Schools Superannuation Fund, or
 - (2) any other superannuation fund approved in accordance with the commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.
- (d) "Basic earnings" shall mean the weekly or hourly rate of pay prescribed for the employee by this award including the following:
 - (i) Payment for ordinary hours of work.
 - (ii) Any percentage addition payable to casual employees for ordinary hours of work.
 - (iii) Any percentage addition payable to a temporary full-time employee engaged for less than 13 weeks.
 - (iv) Overaward payments for ordinary hours of work.

(ii) Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

(iii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of three per cent of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals and in accordance with procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.
- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award. Where no such nomination is made before any such contributions become payable, the said contributions referred to in paragraph (a) of this subclause will be paid to the approved fund for that place of employment.
- (f) An employer shall make contributions pursuant to this award in respect of:
 - (1) casual employees who earn in excess of \$2,000.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of the issue to the employee of his or her annual group certificate.
- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees the employer shall notify its employees of such approval.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (d) of this subclause in the case of a full-time or part-time employee and paragraph (f) of this subclause in the case of a casual employee.

(iv) Transfers Between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within one year after the notification made by the employee pursuant to paragraph (e) of subclause (iii), Benefits, of this clause or within one year after the last notification made by the employee pursuant to this subclause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (i) of the employee's application to join the other fund; and
 - (ii) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.
- (v) Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992* the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

27. Area, Incidence and Duration

- (i) This award rescinds and replaces the Nurses, Non-Government Schools (State) Award published 9 July 1999 (309 I.G. 1096), as varied.
- (ii) It shall apply to persons employed as registered nurses and senior nurses as herein defined by all non-Government schools within the State of New South Wales within the jurisdiction of the Trained Nurses, &c., Other Than In Hospitals, &c. (State) Industrial Committee, excepting:
 - (a) persons employed in schools in the County of Yancowinna; and
 - (b) persons employed in establishments licensed under the *Children (Care and Protection) Act 1987*.
- (iii) This award shall take effect in respect of Table 1 - Salaries, of Part B, Monetary Rates, from the beginning of the first pay period to commence on or after 1 December 2000 and, in respect of -

and in all other respects on and from 1 October 1998.
- (iv) This award shall remain in force until 31 December 2000 and thereafter until further order of the Industrial Relations Commission of New South Wales.
- (v) The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on 25 June 2004. This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Basic Wage For Adult: \$121.40 Per Week

Table 1 - Salaries

Classification	Column 5 1.12.2000 per annum \$
Registered Nurse - 1 st year of service	30,571.00
2 nd year of service	32,130.00
3 rd year of service	33,684.00
4th year of service	35,342.00

5th year of service	36,995.00
6th year of service	38,643.00
7th year of service	40,541.00
8th year of service	42,116.00
UG1 Qualification	-
Senior Nurse	47,835.00

Table 2 - Other Rates and Allowances

Item No	Clause No	Description	Amount \$
1	16(i)	Uniform Allowance - Uniforms	259.20 per annum 5.40 per week
		- Stockings	127.68 per annum 2.66 per week
2	16(ii)	Uniform Allowance - Laundry	4.13 per week
3	17(i)	Accommodation and Board	35.00 per week
4	17(i)	Accommodation and Board	15.00 per week

J. P. GRAYSON *D.P.*

 Printed by the authority of the Industrial Registrar.

FARM ASSISTANTS (DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1782 of 2004)

Before The Honourable Mr Deputy President Harrison

28 July 2004

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Hours of Work
4.	Overtime
5.	Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements
6.	Wages and Allowances
7.	Payment of Wages
8.	Deduction of Union Membership Fees
9.	Public Holidays and Picnic Day
10.	Leave
11.	Tea Breaks
12.	Accommodation
13.	Settlement of Disputes
14.	Terms of engagement
15.	Fares
16.	Anti-Discrimination
17.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

2. Definitions

- 2.1 "Act" means the *Public Sector Employment and Management Act 2002*
- 2.2 "Casual Employee" shall mean an employee who by the terms of his/her engagement, is employed for less than five consecutive working days
- 2.3 "Employee" means and includes all persons permanently, temporarily or casually employed under the provisions of the *Public Sector Employment and Management Act 2002*, who, on 20 October 1982 were occupying a position covered by this award and included in the schedule attached hereto, or who after that date, are employed under the terms of this award but does not include any person who resigned or whose services were terminated (not including retirement) prior to the making of this award.

- 2.4 "Department" means the Department of Education and Training.
- 2.5 "Farm Assistant" means any employee, including a casual, engaged as a Farm Assistant Class I or Farm Assistant Class II.
- 2.6 Flower Gardner means any employee engaged as such.
- 2.7 Vegetable Gardner means any employee engaged as such.
- 2.8 "Handyperson" means an employee who carries out continuously minor repairs and renovations to and maintenance of other farm structures and plant, and who has been so designated with the approval of the Department.
- 2.9 "Horsepower" means the brake horsepower as stated by the manufacturer.
- 2.10 "Regulation" means the Public Sector Employment and Management (General) Regulation, 1996.
- 2.11 "Stock Hand" means any employee classified as Stock Hand Class I or Stock Hand Class II and who is usually employed in a livestock section and includes grooms and dairy, piggery, poultry and sheep hands.

3. Hours of Work

- 3.1 Day Work - The ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:
- 3.1.1 Except in the case of employees engaged in attending livestock, the ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday, inclusive, with nineteen working days of eight hours each between the hours of 7.00a.m. and 5.30p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
- 3.1.2 The ordinary working hours of employees engaged in attending livestock shall be worked as a twenty-day, four-week cycle of five days per week during the period Monday to Saturday, inclusive, within nineteen working days of eight hours each between the hours of 6.00a.m. and 5.30 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
- 3.1.3 The rostered day off shall be a Monday or Friday within the working cycle provided that by agreement of the employer and the employee, the rostered day off may be accrued as an entitlement for a day off to be taken in a subsequent work cycle. Provided further that no employee shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the employee as leisure days off, and except as provided for in this subsection, no work shall be performed by an employee on her/his rostered day off; or rostered days off.
- 3.1.4 A roster of days off (provided for under this subsection) for each employee shall be notified to employees prior to the commencement of each working cycle. Employees shall be provided with seven (7) working days' notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours notice of a change in roster may be given by the employer.
- 3.1.5 Where such rostered day off prescribed by this subclause falls on a public holiday as prescribed in clause 9, Public Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 3.1.6 Each day of paid leave taken on any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

- 3.1.7 An employee who has not worked, or is not regarded by reason of subclause (3.1.6) as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- 3.1.8 A majority of the employees concerned and their employers may mutually agree upon a change in starting and ceasing times so that the spread of hours in the award may be between 6.00 a.m. and 6.00 p.m.
- 3.1.9 Employees shall commence and cease work at the headquarters or the barn.
- 3.1.10 Employees shall be entitled to an unpaid meal break each day of not less than thirty minutes duration and not more than one hour in duration provided that the said meal break shall be taken between 11.30a.m. and 1.30p.m.
- 3.2 Subject to subclause 3.3 the school principal or their delegate may require an employee to work reasonable overtime at overtime rates.
- 3.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 3.4 For the purposes of subclause 3.3 what is unreasonable or otherwise will be determined having regard to:
- 3.4.1 any risk to employee health and safety;
- 3.4.2 the employee's personal circumstances including any family and carer responsibilities;
- 3.4.3 the needs of the workplace or enterprise;
- 3.4.4 the notice (if any) given by the school principal or their delegate of the overtime and by the employee of his or her intention to refuse it; and
- 3.4.5 any other relevant matter.

4. Overtime

- 4.1 Except as hereinafter provided overtime at the rate of time and a half for the first two (2) hours and double time thereafter shall be paid for all time worked:-
- 4.1.1 in excess of the daily number of rostered hours on any one day; or
- 4.1.2 outside the limits of subclause 3.1.1 in the case of employees other than those engaged on nursery work during the months of October to March inclusive; or
- 4.1.3 outside the limits of subclause 3.1.2 in the case of employees other than those engaged on nursery work during the months of October to March inclusive.
- 4.2 All work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. An employee required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.
- 4.3 All ordinary time worked on Saturdays shall be paid for at the rate of time and a half.

- 4.4 An employee recalled to work overtime after 5.30 p.m. on any day other than a Sunday or Public Holiday shall receive a minimum payment of four hours pay at the appropriate overtime rate. On each recall the employee may be required to work 4 hours.
- 4.5 An employee who works so much overtime -
- 4.5.1 between the termination of his ordinary work day and the commencement of his ordinary work in the next day that he has not had at least ten consecutive hours off duty between these times;
- 4.5.2 or on Saturdays, Sundays and Holidays, not being ordinary working days without having had ten consecutive hours off duty in the twenty-four hours preceding his ordinary commencing time on his next ordinary day shall, subject to this sub-clause be released after completion of such overtime until he has had ten hours off duty without loss of pay for ordinary working time occurring during such absences.
- Provided that, if on the instructions of his employer, such an employee resumes or continues, to work without having had such ten consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.6 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- 4.7 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 p.m. which meal break shall be taken without loss of pay.

5. Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements

- 5.1 The provisions of clause 7 Wage Sacrifice for Superannuation and clause 8 Wage Salary Packaging arrangements in the Crown Employees Wages Staff (Rates of Pay) Award 2002 or any variation to or successor instruments to the said award shall apply.

6. Wages and Allowances

- 6.1 The rates of wages and allowances to be paid to employees appointed to the positions specified are set out in Table 1 Wages and Table 2 Allowances of Part B, Monetary Rates.
- 6.2 The wage rates as set out in Table 1 - Wages, and Table 2 Allowances of Part B, Monetary Rates shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2002 or any variations to or successor instruments to the said award.
- 6.3 Promotion from Farm Assistant and or Stock Hand, Class I to Farm Assistant and/or Stock Hand Class II shall be subject to completion of 12 month's satisfactory service and the recommendation of the Department Head, that the skill and versatility of the employee in all respects of the work of a Farm Assistant or Stock Hand, including proficiency in the operation of farm equipment and vehicles warrants such promotion. For the purposes of this sub-clause, service shall mean service in an established position and shall include prior service as a junior.
- 6.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed.
- 6.5 Casual employees shall be paid in addition to the prescribed rate for the classification concerned 15 per centum thereof.

6.6 Special rates

A Farm Assistant, Class I or II, employed on any of the following operations, viz.,

- 6.6.1 operating and servicing a tractor provided that for the purpose of this provision a tractor shall be deemed to include a wheel tractor and a crawler tractor and provided that such tractors shall be not less than 10 horsepower;
- 6.6.2 driving on farm or college property a truck which, if driven on the highway, would require possession of at least a Class 3 driver's licence;
- 6.6.3 operating headers, harvesters, including maize harvesters, and mechanical pick-up hay balers; shall be paid an additional allowance as prescribed in Table 2 Allowances of Part B, Monetary Rates per day while actually so employed, provided that no allowance shall be paid for periods of such employment of less than one hour per day nor shall an employee receive more than one such allowance in respect of any one day.
- 6.6.4 an employee required to drive a truck on the highway shall be paid the rates prescribed by the Crown Employees (Transport Drivers) Award provided that, where such employment is for less than half a day, payment shall be as for a half a day and where such employment is for a half day or more payment shall be as for a full day and provided however that no additional payment shall be made in respect of periods of one hour or less.

6.7 Broken shift allowance

Employees who are required to work a broken shift shall be the allowance prescribed in Table 2 Allowances of Part B, Monetary Rates per day extra as a broken shift allowance.

6.8 Mixed functions

An employee engaged for more than two hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If so engaged for two hours or less during one day he/she shall be paid the higher rate for the time so worked.

6.9 Protective clothing

Employees required to work in the rain or in mud, slurry, water or wet places shall be paid an allowance prescribed in Table 2 Allowances of Part B, Monetary Rates.

This allowance shall not be payable to an employee who is provided by the employer with adequate protective clothing.

6.10 First Aid

A standard first aid outfit shall be provided and maintained by the employer.

An employee appointed by the employer to perform first aid duty shall be paid in the first aid allowance prescribed in Table 2 Allowances of Part B, Monetary Rates in addition to their ordinary rates of pay.

6.11 Meal Allowance

An employee required to work more than one and one half hours after the ordinary ceasing time shall be provided with a meal or shall be paid the amount prescribed in Table 2 Allowances of Part B, Monetary Rates for such a meal and after the completion of each four hours of continuous overtime shall be paid the amount prescribed in Table 2 Allowances of Part B, Monetary Rates for each subsequent meal in addition to his overtime payment.

6.12 Distant places

The provisions of the Act and the Regulations apply.

7. Payment of Wages

- 7.1 Wages shall be paid fortnightly into a bank or other account, provided that where employees work in isolated areas or where employees experience hardship or other exceptional circumstances then payment shall be made to the employee fortnightly by cheque.
- 7.2 One day of each pay period shall be recognised as pay day for each job: it shall be the same day in each pay period.

8. Deduction of Union Membership Fees

- 8.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 8.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 8.3 Subject to (8.1) and (8.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 8.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 8.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 8.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

9. Public Holidays

- 9.1 The following days shall be observed as Public Holidays:-

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other proclaimed or gazetted holiday for the state of New South Wales.

- 9.2 Where local Show Day is a proclaimed local holiday it shall be observed as a Public Holiday for employees covered by this award. In the event that an employee cannot be spared without inconvenience to the Department, an alternative day with pay shall be given within twenty working days of the proclaimed local holiday; provided that no employee shall be entitled to payment at overtime rates for work on such proclaimed local holiday and provided further that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- 9.3 Where an employee is absent from his employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer the employee shall not be entitled to payment of such holiday.

9.4 Picnic Day

9.4.1 Bank Holiday in August of each year shall be Union Picnic Day.

9.4.2 All employees shall, as far as practicable, be given and shall take this day as Picnic Day and shall be paid therefore as for eight hours' work at the rates prescribed in Clause (6), Wages and Allowances. Any employee required to work on such day shall be paid at the rate of double time and a half for not less than for hours' work. Provided that an employee who is required to work on a Picnic Day and who fails to comply with such requirement shall not be entitled to payment for the day.

9.4.3 The Department may require from an employee evidence of this attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance, Where such evidence is requested by the Department, payment need not be made unless the evidence is produced.

10. Leave

10.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation.

10.2 In addition to provisions for sick leave existing under the terms of regulations made pursuant to the Act, and applicable to the employees covered under the terms of this award, the following provisions for sick leave shall apply.

Where an employee is ill or incapacitated (within the meaning of regulations relating to sick leave under the Act on her/his rostered day off he/she shall not be entitled to payment for sick leave on that day nor shall her/his sick leave entitlements be reduced as a result of such illness or incapacity.

10.3 In addition to provisions for annual (recreation) leave, long service (extended) leave, accident pay and short leave existing under the terms of regulations made pursuant to the Act, employees covered under the terms of this award shall have the following provisions apply -

10.3.1 All paid leave taken in service with the exception of long service (extended) leave and accident pay shall be paid as follows:

An employee who is absent from work on paid leave shall accrue an entitlement of 0.4 of one hour for each such day as if he had worked on that day. The time accrued shall be paid on the scheduled day off.

10.3.2 Annual (recreation) leave on termination of service and long service (extended) leave and accident pay taken in service or paid on termination shall be paid as follows:

10.3.2.1 All accrued time against a paid day off shall be paid to the employee prior to proceeding, on leave or at the time of termination of the employee's service;

10.3.2.2 All leave accrued or time due shall be paid to the employee on the basis of one week of accrued leave etc., being equal to 38 hours or one day being equal to 7.6 hours.

Provided that where a full year's annual (recreation) leave of 20 days or more is accrued when the employee shall be paid a further 7.6 hours for the first 20 days and on the same basis for the remainder of accrued leave.

10.3.3 Where the employee is absent on long service (extended) leave and accident pay during the 20 day cycle and returns to work prior to or on the rostered day off the time involved

during the current cycle shall be regarded as accruing 0.4 of one hour for each day of paid absence.

10.4 Carer's leave

Use of Sick Leave

10.4.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of subclause 10.4.3.2 shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January, 1998 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

10.4.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.

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

10.4.3.1 the employee being responsible for the care of the person concerned; and

10.4.3.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a defacto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

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

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

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

10.4.4 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 the absence.

10.4.5 Bereavement Leave

- 10.5.1 An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in subparagraph (ii) of subclause 10.4.3.2 of this clause.
- 10.5.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 10.5.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
- 10.5.4 An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
- 10.5.5 Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

11. Tea Breaks

- 11.1 A tea break during the morning period of not more than fifteen minutes' duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from their wages.
- 11.2 Provided that an employer may grant a tea break of not more than ten minutes' duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is taken the employer may direct that it be taken immediately prior to ceasing time.

12. Accommodation

- 12.1 Employees who reside in Departmental premises and are provided with board and lodging by the employer shall be charged at the rates determined from time to time by the Public Employment Office according to whether the employee is provided with full board and lodging or whether he attends to his/her own room and waits on himself/herself at table.
- 12.2 Where employees do not reside at the Farm, the employer shall provide free of charge a dining room fitted with sufficient and suitable table and seating accommodation together with an adequate supply of boiling water for employees at meal times. Pure drinking water shall be provided at suitable locations on each farm in clean containers where it is not available from a water service pipe.
- 12.3 Change rooms shall be provided by the employer and shall be used exclusively for that purpose. Where practicable, hot and cold showers shall be provided.

13. Settlement of Disputes

Subject to the provisions of the *Industrial Relations Act 1996*, the undermentioned procedures shall be applied in the settlement of disputes -

- 13.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Departmental Personnel/ Industrial Officer or other officer nominated by the employer who will arrange for the matter to be discussed with the union or unions concerned.
- 13.2 Failing settlement of the issue at this level, the matter should be referred to senior management.

- 13.3 If the matter remains unsolved then either party may make application to the Industrial Relations Commission of New South Wales.
- 13.4 Whilst these procedures are continuing, no stoppage of work or any form of limitation of work shall be applied.
- 13.5 The right is reserved to the parties to vary this procedure where it is considered a safety factor is involved.

14. Terms of Engagement

- 14.1 Employees shall be employed in accordance with the *Public Sector Employment and Management Act 2002*, and except in the case of misconduct, their engagement shall only be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of one week's wages in lieu, as the case may be.

15. Fares

- 15.1 Any person selected for work and sent by the employer or his agent, including a Government Employment Bureau or Private Employment Agency, from the City to the country or from one country centre to another, or from a country centre to the City, shall have the necessary fares provided by the employer.

16. Anti-Discrimination

- 16.1 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.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 13, 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.
- 16.3 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.
- 16.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*, or
 - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 16.5 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.

17. Area, Incidence and Duration

- 17.1 This award shall apply to all employees as defined herein.

- 17.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Farm Assistants (Department of Agriculture, Department of Education and Soil Conservation Service) Hours Award published 3 August 2001 (326 I.G.799).
- 17.3 The award rescinds and replaces the Farm Assistants Department of Education Agreement No 2309 of 1981.
- 17.4 The changes made to the Award Pursuant to the Award Review Pursuant to Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) take effect on and from 28 July 2004.
- 17.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

SCHEDULE 1

Table 1 - Wages

Classification	From 1.1.01	From 1.1.02	From 1.1.03	From 1.7.03
Farm Assistant Class I	535.50	551.60	573.70	602.40
Class II	547.70	564.10	586.70	616.00
Stock Hand Class I	535.50	551.60	573.70	602.40
Stock Hand Class II	547.70	564.10	586.70	616.00
Handyperson	571.50	588.60	612.10	642.70
Vegetable Gardener	553.40	570.00	592.80	622.40
Flower Gardener	553.40	570.00	592.80	622.40

Table 2 - Allowances

Clause	Allowance	From 1.1.01	From 1.1.02	From 1.1.03	From 1.7.03
17 Special Rates					
(i)(a)	Tractor operation (per day)	2.71	2.79	2.90	3.05
(b)	Truck driving (per day)	2.71	2.79	2.90	3.05
(c)	Headers, etc (per day)	2.71	2.79	2.90	3.05
8	Broken Shift (per day)	8.24	8.49	8.83	9.27
12	Protective Clothing (per hour)	0.45	0.46	0.48	0.50
18	First meal per day	7.80 (20.9.00)	8.70		
	Subsequent meals	6.50 (20.9.00)	7.30		
21	First Aid (per day)	2.07	2.13	2.22	2.33

R. W. HARRISON *D.P.*

(1334)

SERIAL C3242

**STATE SPORTS CENTRE TRUST CASUAL EVENT STAFF (STATE)
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1619 of 2004)

Before Mr Deputy President Sams

23 July 2004

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|---|
| 1. | Arrangement |
| 2. | Parties to this Award |
| 3. | Intention |
| 4. | Rates of Pay |
| 5. | Income Protection Plan |
| 6. | Hours of Work |
| 7. | Terms of Engagement |
| 8. | Meal Breaks |
| 9. | Overtime |
| 10. | Public Holidays |
| 11. | Payment of Wages |
| 12. | Job Representative |
| 13. | Labour Flexibility |
| 14. | Uniforms and Protective Clothing |
| 15. | Tools and Equipment |
| 16. | Change Rooms |
| 17. | Grievance and Dispute Resolution Procedures |
| 18. | Area, Incidence and Duration |
| 19. | No Extra Claims |
| 20. | No Reduction of Entitlements |

PART B

Table 1 - Hourly Rates

2. Parties to This Award

The parties to this award are:

- (i) The State Sports Centre Trust ("the Employer")
- (ii) The Australian Workers' Union, New South Wales ("the Union")

3. Intention

The principal intentions of this award, consistent with the understandings agreed with the New South Wales Labor Council on behalf of affiliates, are:

- (i) To promote harmonious industrial relations for the Sydney Olympic Park Sports Centre and associated facilities;
- (ii) To maximise standards of service to the public and the centre's users, measured against those applying in the leisure and recreation industry nationally and internationally;
- (iii) To facilitate the development of a multi-skilled casual workforce;
- (iv) To establish flexible operational arrangements to meet the needs of the centre, its clients and those of the workforce;
- (v) To maintain the centre and associated facilities as world class Olympic Sports Venues.

4. Rates of Pay

- (i) The minimum rates of pay for employees covered by this award shall be those set out in Table 1 of Part B of this award;
- (ii) Classifications (Skills/Definitions)

Level 1

Shall be an employee with no qualifications and performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

An employee at this level will be able to communicate with the public in a courteous and tactful manner.

Working under close supervision and undergoing on-the-job training, an employee at this level would perform the function of car parking attendant, door attendant, door attendant or usher cashier (including basic clerical and office duties including answering the phone).

Upon completion of 400 hours of employment at Level 1, an employee will be reclassified to Level 2.

Level 2

Shall be an employee who has:

- (a) Undertaken structured training recognised by the Centre's management as being relevant; or
- (b) Completed 400 hours' employment at the level required of a Level 1 operative or equivalent work within the leisure and recreation or venue management sector.

An employee at this level would:

Demonstrate a capacity to work in a team environment under routine supervision and assist with the provision of on-the-job training to a limited degree.

Where appropriate, hold and maintain first-aid qualifications recognised as being in accord with the safe and effective conduct of duties involving public and employee health and safety.

In addition to the requirements of a Level 1 employee, a person at this level may be called upon to perform some of the following:

- Program selling/merchandise selling;
- Processing ticket sales and bookings;
- Conduct tours of the centre or associated facilities;
- Supervise uniform room.

Level 3

An employee at this level shall exercise discretion within one's own level of skill and training and has delegated responsibility for work under their control or supervision in terms of allocation of duties, co-ordinating workflows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work-related problems where required.

Tasks would include training of new employees at Levels 1 and 2 and supervision of a discrete section or group; acts as an assistant theatre manager or event co-ordinator/client liaison, audio visual technician, security supervisor.

Level 4

Shall be an employee who, subject to broad guidance or direction, reports to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision, including box office management, security, theatre craft, event management, publicity and promotion.

5. Income Protection Plan

Employees who are members of the union to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by The Australian Workers' Union. It is a term of this award that the employer will bear the costs of a daily premium of not more than 30 cents per employee per day worked to cover employees who are members of the union, up to an income of \$170 per week, for each week worked, or such additional amount that may be needed to provide for this level of coverage, required by the insurer.

This clause applies only to regular casuals, i.e. employees engaged for 2 or more shifts within a calendar month.

6. Hours of Work

The ordinary hours of work shall be rostered, between the hours of 7:00 am and 11:30 pm. The ordinary hours of work may be extended to 2:00 am to cover special events, provided that management gives all employees involved 7 clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.

7. Terms of Engagement

- (i) All employees shall be engaged as casual employees under this award.
- (ii) Employees shall be paid the appropriate hourly rate as set out in Table 1 of Part B.
- (iii) The casual hourly rate contained in this award contains a component in lieu of any entitlement to sick leave, public holidays, bereavement leave, long service leave and annual leave.
- (iv) A casual employee shall receive a minimum payment of 3 hours for each engagement, to be worked consecutively.
- (v) Casual rosters may be changed by management provided that shifts are not shortened to less than the minimum referred to above.

8. Meal Breaks

- (i) Any employee who is required to work on any shift for more than 5 hours shall be entitled to a paid meal break of 30 minutes which should be taken no more than 5 hours after commencing duty.
- (ii) Notwithstanding the provisions of subclause (i) of this clause, the employer and employee can determine the appropriate time to take a meal break by mutual agreement.

9. Overtime

- (i) Overtime shall be paid to employees engaged under this award in the following circumstances:
 - (a) Where the hours of work exceed 10 in any day;
 - (b) Where the hours of work extend beyond the time limits specified in clause 6, Hours of Work;
 - (c) Where the employee receives less than a 10-hour break between work on consecutive days.
- (ii) Overtime shall be paid on the hourly rates contained in Table 1 of Part B, based on time and one half for the first 2 hours and double time for each hour worked thereafter calculated to the nearest quarter hour.

10. Public 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 any proclaimed day or part thereof in lieu thereof for the State shall be holidays.
- (ii) Casual employees who are required to work on a public holiday shall be entitled to the appropriate hourly rate contained in Table 1 of Part B.

11. Payment of Wages

Wages will be paid fortnightly by electronic funds transfer.

12. Job Representative

- (i) A job representative appointed by the employees shall be allowed the necessary time during working hours, to interview the supervisor or officer in charge on matters affecting the employees whom he/she represents.
- (ii) The Australian Workers' Union job delegates shall be allowed up to 5 days' paid leave per year to attend approved courses run by the union.

13. Labour Flexibility

Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

14. Uniforms and Protective Clothing

Where employees are required to wear a uniform, they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.

Upon termination of employment, all uniforms and property belonging to the employer shall be returned by the employee to the employer.

15. Tools and Equipment

All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge.

16. Change Rooms

The employer shall provide a change room for the use of the employees, free of charge. Such change room shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

17. Grievance and Dispute Resolution Procedures

- (1) Procedures relating to grievances of individual employees
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussion and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by the union for the purpose of each procedure.
- (2) Procedures relating to disputes, etc., between the employer and its employees
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.

- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by the union for the purpose of each procedure.

18. Area, Incidence and Duration

- (a) This award shall regulate the terms and conditions of employment of casual event employees of the State Sports Centre Trust engaged within the scope of the classification structure contained in subclause (ii) of clause 4, Rates of Pay, employed in or in connection with, or in about (whether indoors or outdoors) at any fixture, event, exhibition or performance at the Sydney Olympic Park Sports Centre, or associated facilities.
- (b) This award shall not apply to employees of the State Sports Centre Trust engaged by the week, even though such employees may from time to time perform functions covered by the classification structure contained in the said clause 4.
- (c) This award shall take effect from the first pay period to commence on or after 16 February 2000 and shall remain in force thereafter until 1 January 2002.
- (d) This award rescinds and replaces the State Sports Centre Casual Event Staff (State) Award 1997 and all variations thereof and such rescission shall take effect 7 days after the publication of this award in the N.S.W. Industrial Gazette.
- (e) The provisions of this award are subject to the Sydney Olympic and Paralympic Games 2000 (State) Award, and to the extent necessary to give effect to that award, the provisions of this award are suspended or those employees who may, from time to time be required to work pursuant to the provisions of the Sydney Olympic and Paralympic Games 2000 (State) Award.
- (f) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2004.
- (g) This award remains in force until varied or rescinded, the period for which it was made already having expired.

19. No Extra Claims

It is a term of this award that the union undertakes not to pursue any extra claims, award or over-award, of a general nature, for the duration of the award.

20. No Reduction in Entitlements

No existing employee at the date of the implementation of this award shall suffer a reduction in either conditions or rates of pay, whether award based or not, simply as a consequence of the existence of this award, and it impacting on their employment.

PART B**Table 1 - Hourly Rates**

The following shall be the ordinary hourly rates for employees engaged under this award:

Classification	At commencement of award		1 July 2005	
	Monday to Sunday \$	Public Holidays \$	Monday to Sunday \$	Public Holidays \$
Level 1	16.70	34.80	17.12	35.67
Level 2	18.00	37.50	18.45	38.44
Level 3	20.00	41.67	20.50	42.71
Level 4	23.90	49.79	24.50	51.04

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1309)

SERIAL C3079

**CROWN EMPLOYEES (MINE SAFETY AND ENVIRONMENT
OFFICERS - DEPARTMENT OF MINERAL RESOURCES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1826 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Preamble
3.	Definitions
4.	Parties to the Award
5.	Salaries
6.	Scope of Employment
7.	Appointment of Officers
8.	Progression of Officers
9.	Mine Safety and Environment Committee
10.	Review of Qualifications and Competencies
11.	Qualifications and Competencies - Acquisition and Maintenance
12.	Hours of Duty
13.	Mine Backshift Inspections
14.	Overtime, On Call and Call Out Arrangements
15.	Grading and Evaluation of Positions
16.	Department Induction Seminars
17.	Grievance and Dispute Handling Procedures
18.	Anti-Discrimination
19.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

SCHEDULES

Schedule 1 - Appropriate Qualifications

Schedule 2 - Statutory Requirements, Tertiary Qualifications
and Competency-based Training Programme**PART A****1. Title**

This award shall be known as the Crown Employees (Mine Safety and Environment Officers - Department of Mineral Resources) Award.

2. Preamble

This award is made in recognition by the parties of the major structural reform resulting from the implementation of the Mine Safety Review Report tabled in the NSW Parliament on 9 April 1997. The award also recognises:

changes in duties, work practices, responsibilities, accountabilities;

appointment and promotion based on the acquisition of competencies;

creation of the classification of Mine Safety Officer;

separation of the occupational health and safety and environmental functions; and

in establishing rates of pay in this award, regard has been had to the rates of pay applicable to the mining industry,

for officers employed under the award.

3. Definitions

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "Appropriate Qualifications" are those qualifications relevant to the classifications under this award, which are:
- required by officers in order to fulfil the Department's responsibilities under the *Mines Inspection Act 1901*, *Coal Mines Regulation Act 1982*, or any relevant legislation enacted by the NSW Parliament during the term of this award; or
- from time to time identified and agreed as appropriate by the Department Head, following a review carried out by the Mine Safety and Environment Committee in accordance with clause 10, Review of Qualifications and Competencies; or
- otherwise recognised for progression purposes by the Department Head, in accordance with subclause (3) of clause 8, Progression of Officers.
- Current qualifications deemed appropriate to be held by officers under this award are set out in Schedule 1.
- (iii) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Backshift", for the purpose of this award, is a mine-working shift which either commences or finishes outside the Department's business hours of 8.30 a.m. and 4.30 p.m., Monday to Friday.

- (v) "Department" means the Department of Mineral Resources, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vi) "Department Head" means the Director-General of the Department of Mineral Resources.
- (vii) "Director" means Director of Mine Safety and Environment.
- (viii) "Inspector" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who occupy positions of Inspector of Coal Mines, Inspector of Mines (Metalliferous), Electrical Inspectors and Mechanical Inspectors with the Department as described in the *Mines Inspection Act 1901*, *Coal Mines Regulation Act 1982*, and *Mining Act 1992* or may be classified as an Inspector or described by a new definition or description resulting from a variation or amendment to the aforesaid Acts and Regulation, or by new or other legislation.
- (ix) "Job Evaluation" means an accredited system agreed to between the parties, to grade the positions of officers employed under this award.
- (x) "Mine", for the purposes of this award, is the description contained in the *Mines Inspection Act 1901*, *Coal Mines Regulation Act 1982* and the *Mining Act 1992*.
- (xi) "Committee" means the Mine Safety and Environment Committee comprising the Director, or nominee, two Grade 4 Inspectors and three representatives of the Association or as otherwise comprised by agreement between the Department and the Association with the functions and responsibilities described in clause 9, Mine Safety and Environment Committee.
- (xii) "Normal Work", for the purposes of subclause (viii) of clause 17, Grievance and Dispute Handling Procedures, will be work carried out in accordance with the officer's position or job description at the location where the officer was employed at the time the grievance or dispute was notified by the officer.
- (xiii) "Normal Working Hours" are the ordinary hours of work performed in accordance with clause 12, Hours of Duty.
- (xiv) "Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who are appointed to positions classified under this award in the Department of Mineral Resources.
- (xv) "PEO" means the Public Employment Office, NSW Premier's Department; the employer for industrial purposes under the *Public Sector Employment and Management Act 2002*
- (xvi) "Position" means a position as dealt with in s.9 of the *Public Sector Employment and Management Act 2002*
- (xvii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xviii) "Regulation" means the Public Sector Employment and Management (General) Regulation 1996.
- (xix) "Service" means continuous service.
- (xx) "Salary Rates" means the ordinary-time rate of pay for the officer's grading and includes allowances for work conducted during a mine backshift, and for being on call outside normal working hours for the Grade 2, 3 and 4 officers described in subclause (1) of clause 12, Hours of Duty.

4. Parties to the Award

The parties to this award are the PEO and the Association.

5. Salaries

The rates of salary shall be paid to officers appointed to the positions specified as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

6. Scope of Employment

- (1) Employment will be either on a full-time, permanent part-time, part-time (on part-time leave without pay), or part-time (with part-time maternity leave) basis. Temporary staff may be employed as Inspectors should the need arise.
- (2) Officers may be required to undertake the full range of related work activities within the classification and grading.

7. Appointment of Officers

Appointment to any position covered by this award will be subject to a person or officer satisfying the requirements of the *Public Sector Employment and Management Act 2002*, Section 361 of the *Mining Act 1992*, or Section 32(2) of the *Mines Inspection Act 1901*, or clause 7(1) (a)-(d) inclusive of the *Coal Mines Regulation Act 1982*, or as may be otherwise determined or prescribed by legislation enacted by the NSW Parliament, or in accordance with the recommendations of the Mine Safety Review.

8. Progression of Officers

- (1) Progression Between Grades - Progression of officers between each Grade in this award will be on the basis of merit selection, and subject to a vacancy, provided officers meet the qualifications criteria listed in Schedule 1 applicable to the Grade to which they are appointed, or as otherwise determined in accordance with paragraph (a) of subclause (3) of this clause.
- (2) Progression Within Grades - Progression of officers within a Grade of this award will be subject to completion of 12 months' satisfactory service at each level within a Grade, with the following exceptions:
 - (a) Officers who have completed 12 months' satisfactory service at Grade 1 Level 7 will only progress to Grade 1 Level 8 if they possess the qualifications prescribed in Schedule 1, or have their qualifications or competencies accepted for progression from Grade 1 Level 7 to Grade 1 Level 8, in accordance with subclause (2) of clause 10, Review of Qualifications and Competencies.
- (3) Progression of Grade 1 Officers following a Qualifications or Competencies Review -
 - (a) An officer may apply to the Director in writing to request a review of their qualifications or competencies for progression from Grade 1 Level 7 to Grade 1 Level 8. Following receipt of the officer's application, the Director will convene a meeting of the Committee established in accordance with clause 9, Mine Safety and Environment Committee, to consider an officer's qualifications, not listed in Schedule 1, or to determine whether an officer possesses the competencies described in Schedule 2, and the relevant experience required, for progression to Grade 1 Level 8.
 - (b) The Committee will review the officer's application for progression in accordance with procedures and timeframe established by the Committee, in consultation with the officer, and make recommendations to the Department Head.
 - (c) The Department Head may approve, or not approve, the Committee's recommendation on an officer's qualifications within 15 working days of receipt of the Committee's report.

The Department Head will provide officers who fail to have their qualifications accepted for progression with written grounds and reasons for the decision within 15 working days of the determination.

- (d) The date of progression for an officer from Grade 1 Level 7 to Grade 1 Level 8, recommended for progression in accordance with this subclause, will be:
 - (i) in accordance with paragraph (a) of subclause (2) of this clause; or
 - (ii) following any lawful order or determination by the Industrial Relations Commission of New South Wales.
- (e) Nothing in this clause will prevent the Department Head progressing any officer(s) from Grade 1 Level 7 to Grade 1 Level 8, who meets any new, varied, amended or otherwise altered qualifications introduced after this award is made, in accordance with legislation enacted by the NSW Parliament.

9. Mine Safety and Environment Committee

- (1) A Mine Safety and Environment Committee will be formed by the parties to this award, with the following functions and responsibilities:
 - (a) The Committee will act as a forum of consultation between the Department and Association for the implementation of the recommendations of the Mine Safety Review Report, and for:
 - (b) the development of a team structure and team management approach to the organisation of officers' work and the discharge of their responsibilities:
 - (i) officers' workplan development, trialling, review and implementation;
 - (ii) the review of officers' work practices; and
 - (iii) the development, implementation, and ongoing review of training, professional development, competency units and elements, competency curriculum development, competencies acquisition, competency assessment, and competency maintenance programs, considered appropriate for officers employed under this award; and
 - (c) a review of appropriate qualifications and competencies for the appointment, progression and promotion of officers employed under this award in accordance with clause 10, Review of Qualifications and Competencies.
- (2) The Committee will meet every month, or as otherwise agreed between the parties to this award, or as otherwise required in accordance with this clause, paragraph (a) of subclause (3) of clause 8, Progression of Officers, or the said clause 10. The business of the meeting will be conducted as follows:
 - (a) The Director, or nominee, will be the Committee chairperson.
 - (b) The Department will provide a person, other than a management representative, to record the Committee's minutes. Minutes will be circulated to Committee members within 10 working days of each meeting.
 - (c) A draft Committee agenda will be circulated at least seven working days, or as otherwise agreed by the Committee, prior to a Committee meeting. Agenda items will be accepted up until two working days prior to a meeting.

- (d) The Committee will, as far as possible, attempt to reach decisions and resolve outstanding issues by consensus.
 - (e) The Committee may co-opt any other officer employed by the Department, or invite any person to assist the Committee in carrying out its functions and responsibilities or to assist in resolving a grievance or dispute. The Committee will make recommendations to the Department Head arising from its functions and responsibilities.
- (3) If a dispute or grievance between representatives on the Committee remains unresolved, the Association and Department representatives will attempt to resolve a grievance or dispute with the Department Head, and in accordance with clause 17, Grievance and Dispute Handling Procedures.

10. Review of Qualifications and Competencies

- (1) The Committee will review the suitability of existing and future qualifications and/or competencies for the appointment and progression of officers employed by the Department.
- (a) The Department Head will receive recommendations agreed to by the Committee before making a decision to:
 - (i) vary, amend, or otherwise alter qualifications or competencies for officers employed under this award listed in Schedules 1 and 2, respectively; or
 - (ii) identify new competency requirements for any group of officers employed under this award; and

all such matters will be determined within three calendar months, or as otherwise agreed to by the Committee.
- (2) The Committee will also make recommendations to the Department Head:
- (a) to recognise, or not recognise, an officer's qualifications or competencies for progression from Grade 1 Level 7 to Grade 1 Level 8, following a review of the officer's qualifications or competencies in accordance with the provisions of paragraph (a) of subclause (3) of clause 8, Progression of Officers; and
 - (b) on resolving any difficulty, grievance, dispute or special circumstances related to the acquisition or maintenance of qualifications or competencies by any officer employed under this award.

11. Qualifications and Competencies - Acquisition and Maintenance

- (1) The Department Head will, subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002, be responsible for providing suitable study leave arrangements for officers to either acquire qualifications prescribed in Schedule 1, or determined by the Committee in accordance with clause 10, Review of Qualifications and Competencies, for:
- (a) an officer's progression, within a grade, in accordance with paragraph (a) of subclause (2) or paragraph (a) of subclause (3) of clause 8, Progression of Officers; or
 - (b) an officer to be eligible for promotion to a higher grade.
- (2) The Department Head will grant paid study leave necessary for officers to maintain any qualifications or competencies for the officers to comply with any legislative requirement imposed on an officer in the *Mines Inspection Act 1901*, *Coal Mines Regulation Act 1982*, or *Mining Act 1992* or any new legislation related to the officers regulating either safety and/or environmental standards at mine sites in NSW, or occupational health and safety for persons employed in the mining industry in NSW.

- (3) An officer who has not acquired, or maintained, competencies which are required in Schedule 2, through circumstances beyond their control, will continue to be employed at the same Grade and Level, and have their service recognised, for a maximum of 12 months.

12. Hours of Duty

- (1) All officers employed full-time under this award, occupying a Grade 2, 3 or 4 position, other than officers who occupy a position as Grade 2, Inspector (Environment), will be required to work 35 hours between Monday and Sunday of any week, unless otherwise directed, or required to work additional hours in accordance with clause 14, Overtime, On Call and Call Out Arrangements. These provisions also apply to the grades and classifications of officers described in subclause (2) who act in a higher graded position or classification.
- (2) All officers employed full-time under this award who occupy a Grade 1 position, or; a Grade 2 position, classified as Inspector (Environment), will be required to work 35 hours during the Department's normal business hours, Monday to Friday. Officers, with the approval of the Director, may work either standard hours or under the flexible working hours agreement applicable to the Department.
- (3) The Department Head may permit any officer employed under the provisions of subclause (1) of clause 6, Scope of Employment, who enters into a permanent part-time work agreement with the Department to vary the hours of work on any day, alter the days or number of days during a week, in which the officer previously carried out full-time work or was normally on duty, and alter any other work arrangement pursuant to clause 13, Mine Backshift Inspections, and/or subclauses (1) or (4) of clause 14, Overtime, On Call and Call Out Arrangements.

13. Mine Backshift Inspections

- (a) All officers whose hours of duty are prescribed in accordance with subclause (1) of clause 12, Hours of Duty, who are required to carry out an inspection of a mine, may be required to conduct 25 per cent of their total number of inspections in a calendar year, during the operation of a backshift at a mine, on any day a mine backshift is operating.
- (b) All officers whose hours of duty are prescribed in accordance with subclause (2) of the said clause 12 may be directed, or rostered, to carry out an inspection of a mine during the operation of a mine backshift.
 - (2) An officer whose hours of duty are prescribed in subclause (1) of clause 12, who carries out inspections of a mine during the operation of a mine backshift at any time outside the Department's normal business hours, will not be required to be on duty, either at a mine or at the officer's headquarters, after completing seven hours of duty on any day between 12.00 midnight Sunday and 12 midnight Friday, inclusive, unless otherwise directed by a senior officer or other person, or they are otherwise required to meet a provision of the *Mines Inspection Act 1901* or the *Coal Mines Regulation Act 1982*.
- (a) The time required for the officer to carry out an inspection of a mine during the operation of a mine backshift on any Saturday, Sunday or public holiday will count as part of the officer's hours of duty performed in accordance with subclause (1) of clause 12.
- (b) All time during which an officer is directed to carry out inspections at a mine during a backshift, in accordance with paragraphs (a) and (b) of subclause (1) of this clause, in excess of the 25 per cent of the officer's total number of inspections occurring in any calendar year, will be calculated in accordance with paragraph (ii) of subclause (2) of clause 14, Overtime, On Call and Call Out Arrangements.

14. Overtime, on Call and Call Out Arrangements

- (1) All officers who occupy, or temporarily act in, Grades 2, 3 and 4 positions, other than Grade 2 Inspector (Environment), who are required to carry out inspections or investigations at mines, are required to be available to be contacted outside the Department's normal business hours to ensure that the provisions

of the *Mines Inspection Act* 1901 and the *Coal Mines Regulation Act* 1982 are met, unless unavailable due to any form of approved leave, approved Departmental activity or agreed permanent part-time work arrangement.

- (2) An officer, as described in subclause (1) of this clause, who is either directed or required by a senior officer of the Department, or requested by another person, to inspect mines, carry out investigations at mines or deal with any matter pursuant to the *Mines Inspection Act* 1901 or *Coal Mines Regulation Act* 1982 other than in accordance with clause 13, Mine Backshift Inspections, will be compensated with time off in lieu provisions in accordance with subclause (3) of this clause for overtime where the officer is directed or required to work on a Saturday, Sunday, public holiday or outside the Department's normal business hours.

Overtime will be calculated from the time the officer leaves their normal place of residence, any other place where the officer has finished work on a normal working day, or place where the officer is contacted outside the Department's normal business hours, and will be calculated to the nearest quarter hour; and

- (a) overtime for an officer in accordance with the said subclause (1) will finish at the time the officer returns to their normal place of residence, or other place where the officer commenced work, outside the Department's normal business hours; or
- (b) all time during which an officer is directed to work in excess of ten hours on a normal working day, or in excess of 35 hours in a normal working week shall be calculated as overtime.
- (3) An officer may accumulate time in lieu entitlements worked in accordance with this clause and exhaust time in lieu entitlements separately or, with any period of recreation or extended leave subject to Department approval. An officer shall make every reasonable effort to exhaust accumulated leave in lieu entitlements progressively. Officers may also be directed to exhaust any accumulated entitlement at a time that is convenient to the Department.

The Department will require an officer to exhaust any outstanding leave in lieu entitlement following notice of resignation or retirement, and prior to the resignation or retirement of the officer.

- (4) The Department Head may remunerate any officer whose overtime arrangements are prescribed in subclause (2) of this clause for all, or part of, overtime worked in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2002 if it is mutually agreed between the officer and the Department Head. For all other purposes, other than the provisions stated in subclauses (2) and (3) of this clause, the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 will continue to apply to officers described in subclause (1) of this clause.
- (5) All officers whose hours of duty are prescribed in subclause (2) of clause 12 who are either required or directed or rostered to carry out an inspection of a mine during the operation of a mine backshift, or otherwise directed to work overtime, shall be subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied by the Industrial Relations Commission on 1 August 2003 for all overtime worked, to meet the test case standards in regard to reasonable hours. All officers who elect to be compensated by time in lieu may accumulate and exhaust entitlements in accordance with subclause (3) of this clause.

15. Grading and Evaluation of Positions

Positions will be graded and evaluated according to an appropriate accredited job evaluation methodology or any other system agreed between the parties during the term of this award.

16. Department Induction Seminars

The Department will give the Association a minimum of two weeks written notice of proposed induction seminars for new officers.

The Department will allocate an agreed period of time during induction seminars for a member of the Association's Departmental Committee, or an officer of the Association, to address officers on the Association's role as an industrial organisation of employees and distribute Association membership forms and publications relating to membership benefits and services.

17. Grievance and Dispute Handling Procedures

All grievances, disputes or difficulties relating to the provisions of the award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.

- (a) Officers are required to notify (in writing or otherwise) their immediate supervisor or manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (b) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977* that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (c) The immediate supervisor or manager will convene a meeting in order to resolve the grievance, dispute or difficulty within two working days or as soon as practicable, of the matter being brought to their attention.
- (d) If the matter remains unresolved with the immediate supervisor or manager, the officer may request to meet with the appropriate person at the next level of management in order to resolve the matter. The manager will respond within two working days or as soon as practicable. The officer may pursue this sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (e) In the event that the matter remains unresolved, the Department Head will provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken or the reasons for not taking action in relation to the matter.
- (f) An officer may request to be represented by an Association representative.
- (g) The officer or Association on his/her behalf, or the Department Head, may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (h) The officer, Association, Department and PEO will agree to be bound by any lawful order or determination by the Industrial Relations Commission in relation to the grievance, dispute or difficulty.
- (i) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute will continue, unless otherwise agreed between the parties or in the case of a dispute involving occupational health and safety. If practicable, normal work will proceed in such a manner as to avoid any risk to the health and safety of any officer or member of the public.

18. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.

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

19. Area, Incidence and Duration

- (a) This Award shall apply to all the classifications as defined herein.
- (b) The Officers regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, Public Sector Employment and Management (General) Regulation 1996, Crown Employees (Public Service Conditions of Employment) Award 2002 and the Crown Employees (Public Sector - Salaries January, 2002) Award; or any awards replacing these awards.
- (c) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and recinds and replaces the Crown Employees (Mine Safety and Environmental Officers - Department of Mineral Resources) Award published on 28 September 2001 (328 I.G.57) and all variations thereof.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 IG 359) take effect on 22 June 2004.
- (e) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

The salaries set out below, shall apply on the first pay period on or after 1 July 2003, in accordance with the provisions of the Crown Employees (Public Sector Salaries January, 2002) Award be paid to officers appointed to the positions specified.

Classification		Column A Per year \$
Inspector Grade 1 -		
Mine Safety Officer	Level 1	41,153
Inspector (Information and Analysis)	Level 2	43,833
Inspector (Mining)	Level 3	46,570
Inspector (Environment)	Level 4	49,384
	Level 5	52,252
	Level 6	54,921
	Level 7	61,724
	Level 8	68,338
	Level 9	75,319
Inspector Grade 2		
Inspector (Review, Enforcement and Systems)	Level 1	85,756
Mine Safety Officer	Level 2	88,637
Inspector (Mining)	Level 3	91,455
Inspector (Environment)	Level 4	93,758
	Level 5	96,877
	Level 6	99,261
Inspector Grade 3 -		
Inspector (Management and/or Systems)	Level 1	109,414
Inspector (Mining)	Level 2	113,468
Inspector (Environment)	Level 3	117,895
	Level 4	122,264
	Level 5	126,632
Inspector Grade 4 -		
Regional Manager Grade 4	Level 1	128,346
Assistant Director	Level 2	133,102
Deputy Chief Inspector Grade 4		

SCHEDULE 1

APPROPRIATE QUALIFICATIONS

The following qualifications apply for the purpose of employment of officers under this award, unless otherwise varied, in accordance with clause 10, Review of Qualifications and Competencies, or by legislation enacted by the New South Wales Parliament:

- (1) the qualifications for officers prescribed in s. 8, *Coal Mines Regulation Act 1982*, and s. 32, *Mines Inspection Act 1901*; and/or
- (2) an appropriate degree, diploma or associate diploma which is relevant to the *Mining Act 1992*, granted by a recognised university or other tertiary institution.

SCHEDULE 2

STATUTORY REQUIREMENTS, TERTIARY QUALIFICATIONS AND COMPETENCY-BASED TRAINING PROGRAMME

- (a) Statutory Requirements - As determined by the *Mines Inspection Act 1901* and *Coal Mines Regulation Act 1982*, listed in Schedule 1, or in accordance with further relevant legislation as enacted by the NSW Parliament as a requirement for appointment or progression of an officer in accordance with clause 7,

Appointment of Officers, subclause (1) of clause 8, Progression of Officers, or may be otherwise recognised for progression in accordance with subclause (3) of the said clause 8.

- (b) Tertiary Qualifications - Qualifications obtained at a university or tertiary institution listed in Schedule 1, or which is otherwise recognised for progression purposes in accordance with subclause (3) of clause 8.
- (c) Competency-based Training Programme - Competency Units and Elements - The Department's training programme is designed for officers to progressively acquire competencies during their progression within a Grade with the aim to make each officer competent to progressively perform the full range of duties and responsibilities relevant to their Grade and be competent and eligible for promotion to a higher Grade, subject to subclause (1) of clause 8.

The competency-based training programme for each Grade and Level within a Grade is based on the competency units and elements in this subclause, and has been developed in accordance with clause 9, Mine Safety and Environment Committee. An officer's competency-based training programme for a year shall be included in their annual Performance Management Workplan. The officer must be capable of demonstrating that they can effectively use all the competencies relevant to their Grade by the time the officer has completed 12 months' service at the last Level of each Grade. All competencies described for each Grade in this subclause are relevant to the Grade.

The competency elements and units which constitute the competency-based training programme for each Grade of Mines Inspectors (M) and Environment Inspectors (E) covered by this award, are listed as follows:

- (i) Gathering and analysing information - Grades 1, 2, 3 and 4 (M and E) - Identify, gather and analyse relevant information and draw logical conclusions.

Competency elements:

build co-operative working relationships with industry;

identify actual and potential deficiencies in site occupational health and safety management/environmental degradation;

accurately collate data from field observations;

prepare clear and concise written reports, which include conclusions and recommendations.

- (ii) Enforcement - Grades 1, 2, 3 and 4 (M and E) - The competencies for this element are abilities to police and utilise the legislative and statutory provisions, when required, to explain to all persons employed at a mine the employer and employee responsibilities under these provisions, and to prosecute any employer, employee or other person at a mine whom the officer has reason to believe has committed an offence under the legislation and/or statutory provisions.

Competency elements:

detailed understanding of the Department and an officer's statutory requirements and responsibilities;

written and verbal communication skills to be able to communicate requirements and suggest solutions;

knowledge and skills to assist Department legal officers, or counsel, to prosecute a matter before a Court;

interpret legislation into "user friendly" language.

- (iii) Safety Management Systems Reviews - Grades 2, 3 and 4 (M) - Skills, knowledge and experience to conduct high level reviews of management systems for comprehensive mine safety systems. The term "review", in this instance, relates to audit, analysis, critique and correction.

Competency elements:

build and maintain co-operative working relationships with mining industry management at a senior level;

interpersonal and technical knowledge and skills to advise, guide and lead junior officers and employers and employees engaged in the mining industry;

effectively plan, anticipate and identify issues, opportunities, implications and solutions;
use personal initiative and knowledge, skills and experience to advise mine management and mine employees on implementing solutions;

can successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations for occupational health and safety, provide a clear and concise analysis of the findings and implement corrective strategies with mine management and employees;

successfully audit operational safety monitoring systems, provide a clear and concise analysis of the findings and implement corrective strategies;

identify, monitor and acknowledge sustained improvements in mine site safety and work practices.

- (iv) Audit and Assessment Training (Safety/Environment) - Grades 2, 3 and 4 (M and E) - Successful completion of an Audit and Assessment Course, approved by the Mine Safety and Environment Committee, conducted by an external body.

Competency elements:

satisfactory completion of a course with an emphasis on safety management systems.

- (v) Field Exercise - Grades 2 and 3 (M) - Completion of a safety management systems review, approved by the Mine Safety and Environment Committee, conducted at a mine site and assessed in accordance with Schedule 3.

Competency elements:

successfully review, assess and analyse an approved safety management system under implementation at a mine site and document corrective strategies.

- (vi) Integrated Management Systems Analysis - Grades 2, 3 and 4 (M and E) - Knowledge, experience and skill required to investigate, analyse, judge and redirect integrated management systems influencing or acted upon by industry and legislative external factors, which may include occupational health and safety considerations.

Competency elements:

work with industry management at a senior level;

use interpersonal and technical knowledge and skills to advise, guide and lead junior officers, mine management and employees;

effectively plan, anticipate and identify issues, opportunities, implications and solutions, use personal initiative and knowledge, skills and experience to implement solutions;

successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations covering environmental issues at mine sites, provide a clear and concise analysis of the findings and implement corrective strategies;

successfully audit operational environmental monitoring systems, provide a clear and concise analysis of the findings and assist mine management and employees to implement corrective strategies;

identify, monitor and acknowledge sustained improvements in environmental performance and mining practices;

knowledge of emergency safety procedures and operations in a mine.

- (vii) Understanding of Safety Management Systems - Grades 1 to 4 (E) - Demonstrated knowledge and understanding of the role of the Department's inspection and support services and the safety management system review process.

Competency element:

knowledge and understanding of mining occupational health and safety issues, how improvements are influenced and achieved by Inspectorate initiatives, and how occupational health and safety programmes relate to other Department programmes.

- (viii) Management Requirements Grades 3 and 4 (M and E) - An officer will be required to exhibit the knowledge, experience and skills required to successfully pursue the implementation of best practice by the mining industry in occupational health and safety, environmental protection and resource management.

Competency elements:

can take responsibility and be accountable for decisions;

successful promotion of the Department and enhance its credibility with stakeholders;

persuade others on major issues and encourage and manage debates with stakeholders.

effectively delegate responsibility, empower other officers and build co-operative working relationships;

experience and knowledge to actively contribute to the training and skills acquisition of junior officers, and professional development;

inspire team cohesion and maintain good morale and motivation of individual officers and teams;

communicate to junior officers and the industry the Department's direction and purpose, and the ability to sponsor and direct major initiatives;

maintain focus in reviewing progress of Department or industry initiatives;

develop, or adapt to and communicate on, changes of policy or new strategies, methods or initiatives which identify new solutions or contribute to continuous improvement in resolving mine occupational health and safety or environmental issues;

knowledge, experience and understanding of Department management practices and their application;

apply objective judgement in balancing potential industry gains with potential industry risks; communication skills to liaise, communicate and negotiate with all stakeholders to achieve effective outcomes;

understanding and knowledge to apply Public Service procedures, protocols and requirements to junior officers and other stakeholders.

- (ix) Advanced Team Leadership Training (Grade 3 M and E) -

Competency element:

Officers will have attended and successfully completed an externally conducted Advanced Team Leadership Course, approved by the Mine Safety and Environment Committee.

- (x) Mine Safety Management Systems Abilities - Grade 2 (M) - Officers will have to demonstrate a high level of knowledge and understanding of the operation and function of the Department's inspection and support services and the safety management system review process, and further demonstrate knowledge and understanding in industrial safety management systems generally.

Competency elements:

high level of knowledge and understanding of mining occupational health and safety Issues, and how improvements can be either influenced or achieved by the Department's Inspectorate;

comprehensive knowledge and experience in industrial safety management systems;

attendance at a combination of internal and external training courses in relation to safety management systems.

- (xi) Major Project Capabilities - (Grade 3 M and E) - Skills required to design, implement, manage and successfully conclude a project which has significant impact on the mining industry, or the operations of the Department's Mine Safety and Environment Division.

Competency elements:

effectively design a complex project using technical skills and experience;

modify the project design to suit alternative suggestions without compromising the project;

accept full management responsibility for the project;

develop and maintain an efficient programme of work;

implement and maintain best practice occupational health and safety/environmental standards;

maintain probity and complete the project;

achieve project completion within set timeframe and budget parameters.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1448)

SERIAL C3209

COLEAMBALLY IRRIGATION CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1780 of 2004)

Before The Honourable Mr Deputy President Harrison

28 July 2004

REVIEWED AWARD

PART A - FORMALITIES OF AWARD

1. Title
2. Scope, Application and Parties Bound
3. Objectives
4. Date and Period of Operation
5. Relationship to Previous Awards, Awards, etc.
6. Contract of Employment and Related Issues
7. Award to be Displayed
8. Joint Consultative Committee
9. Definitions

PART B - CLASSIFICATION AND CAREER PROGRESSION

10. Skills and Classification
11. (Spare)

PART C - REMUNERATION

12. Salaries
13. Allowances ex Salary
14. Performance Appraisal and Rewards

PART D - HOURS OF WORK

15. Ordinary Hours
16. Call Out
17. Casual Employment
18. Part-time Employment
19. Overtime
20. Meal and Rest Periods

PART E - LEAVE

21. Annual Leave
22. Annual Leave Loading
23. Short Term Illness/Injury
24. Sick Leave
25. Long Service Leave
26. Bereavement Leave
27. Parental Leave
28. Jury and Other Service Leave
29. Discretionary, Family and Personal/Carer's Leave
30. Public Holidays

PART F - OTHER CONDITIONS

31. Payment of Wages
32. Travelling between Sites
33. Superannuation
34. Protective Clothing/Uniforms and Equipment
35. Training
36. (Spare)
37. Employee Life Insurance
38. Contractor Award and Enterprise Award Conditions
39. Anti-Discrimination
40. Confidentiality
41. Stand Down
42. Grievance/Dispute Procedure
43. Health and Safety
44. Employment Records
45. Union Fee Deductions
46. Future Negotiation
47. Joint Review of Conditions

Schedule A - Salary Level Work Description

Schedule B - Common Salary Points Applicable to this Award

Schedule C - Employee List for Subclause 25.1

PART A**FORMALITIES OF AWARD****1. Title**

This Award shall be known as the Coleambally Irrigation Consent Award 2004.

2. Scope, Application and Parties Bound

- 2.1 This Award provides for the employment arrangements for employees of Coleambally Irrigation Corporation ("CIC") for whom job descriptions and conditions of employment are contained herein.
- 2.2 This Award binds CIC or its successors, each person employed from time to time by CIC in a capacity covered by this Award, The Australian Workers' Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales ("the Union(s)"). The Unions shall form and retain a Single Bargaining Unit for the purposes of both negotiations of this Award and negotiations in enterprise bargaining.

3. Objectives

The parties agree that the objectives of the Award are to manage the transition from public to private ownership of the CIC and to act as a safety net award for any future enterprise agreements.

4. Date and Period of Operation

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Coleambally Irrigation Consent Award 1999 published 12 April 2002 (332 I.G. 943).

The award published on 12 April 2002 took effect from the first full pay period to commence on or after 21 June 2001.

The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 22 June 2004.

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

5. Relationship to Previous Awards, Awards, etc.

This Award supersedes all previous Awards, Awards and orders of the NSW Industrial Relations Commission made under the *Industrial Relations Act 1996*, relating to employment in the industries and/or industrial pursuits governed by this Award, but no right, obligation or liability incurred under previous Awards, etc., shall be affected by such supersession.

6. Contract of Employment and Related Issues

6.1 Nature of Engagement

All employees (other than casual employees) shall be permanent employees and shall be employed by the week.

6.2 Performance of Duties

Subject to this Award, employees are expected to perform and will be paid for those duties for which they are employed and which are within their competence to perform. All employees must be fit and able to carry out the work they perform. Employees required to work in or near the water distribution system must have documentary evidence to prove their ability to swim. Where the work requires it, employees must hold a current driver's licence.

6.3 Probationary Period

New employees shall have up to six months' probationary period reviewed after one month, three months and six months.

6.4 CIC's Duty to Notify Major Changes

6.4.1 Where CIC is reasonably sure that it will be necessary to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, CIC shall notify the employees, the Consultative Committee and their Union representatives who may be affected by the proposed changes.

6.4.2 "Significant Effects" include termination of employment, major changes in the composition, operation or size of CIC's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for training or transfer of employees to other work or locations and the restructuring of jobs, provided that, where this Award makes provision for alteration of any of the matters referred to herein, they shall be deemed not to have significant effect.

6.5 Discussion of Change

6.5.1 CIC shall discuss with the employees affected and their representative the introduction of the changes, as referred to in paragraph 6.4.2 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees.

6.5.2 The discussions shall commence as early as practicable after a definite decision has been made by CIC to make the changes.

6.5.3 For the purpose of such discussion, CIC shall provide in writing to all the employees concerned all relevant information about the changes including the nature of the changes proposed and the expected effects of the changes on employees and any other matters likely to affect employees, provided that CIC shall not be required to disclose confidential information, the disclosure of which would be detrimental to CIC's interest.

6.6 Transfer to Lower Paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause 6.4 hereof, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and CIC may, at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing. Further, an employee compulsorily transferred to lower paid duties in accordance with this clause shall have income maintenance for a period of 12 months from the date of transfer. To avoid doubt, "income maintenance" means the employee transferred will continue to receive the base salary of the position the employee occupied immediately prior to the transfer. After 12 months, the employee shall be paid the salary applicable to the lower duty.

6.7 Voluntary Redundancy

6.7.1 Where an offer of voluntary redundancy is made to an employee and this offer is accepted in 14 days, a severance payment will be made at the rate of three weeks per year of continuous service with a maximum of 39 weeks, with pro rata payments for incomplete years of service to be on a quarterly basis.

6.7.2 In addition, if employment ceases on the date nominated by CIC, the following additional payments will be offered:

6.7.2.1 less than one year's service: two weeks' pay

6.7.2.2 one year but less than two years' service: four weeks' pay

6.7.2.3 two years' and less than three years' service: six weeks' pay

6.7.2.4 three years' or more service: eight weeks' pay.

6.7.3 The payments made under paragraphs 6.7.1 and 6.7.2 are the total redundancy payments available to an employee in a voluntary redundancy circumstance. The provisions of subclause 6.11 do not apply if the employee has entitlements under this subclause.

6.8 Expenses Payment for Voluntary Redundancies

Where an employee has taken voluntary redundancy, CIC will make available a one-off payment of \$4,000.00 to help met job search costs that the redundant employee may face.

6.9 Discussions before Position made Redundant

- 6.9.1 Where CIC considers that it no longer requires the position the employee has been doing, and this is not due to the ordinary and customary turnover of the business and that decision may lead to termination of employment, CIC shall hold discussions with the employees directly affected and their Union.
- 6.9.2 The discussions shall take place as soon as is practicable after CIC has become reasonably aware of the possible change and will advise employees of the reasons for the possible terminations of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 6.9.3 For the purpose of the discussion, CIC shall, as soon as practicable, provide in writing to the employees concerned and the Consultative Committee all relevant information about the possible terminations of employment, including the reasons for the possible terminations, the number and type of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that CIC shall not be required to disclose confidential information, the disclosure of which would be contrary to CIC's commercial interests.
- 6.9.4 CIC and the Consultative Committee shall discuss fully the opportunities available for re-training, re-skilling and re-deployment to maintain existing employment where possible.

6.10 Notice of Termination

- 6.10.1 In order to terminate the employment of an employee CIC shall give to the employee the following notice:

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

- 6.10.2 In addition to the notice in paragraph 6.10.1, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service shall be entitled to an additional week's notice.
- 6.10.3 Payment in lieu of the notice prescribed in paragraph 6.10.1 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 6.10.4 In calculating any payment in lieu of notice, the wages of an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had his or her employment not been terminated, shall be used.
- 6.10.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, or, in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- 6.10.6 For the purposes of this clause, continuity of service shall be calculated in the manner in which continuous service is calculated for the purposes of annual leave.
- 6.10.7 The notice of termination required to be given by an employee shall be the same as that required of CIC, save and except that there shall be no additional notice based on the age of the employee concerned.

- 6.10.8 If an employee fails to give notice, CIC shall have the right to withhold moneys due to the employee, with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- 6.10.9 CIC shall, on the request of an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the employee.

6.11 Severance Pay

In addition to any period of notice prescribed for ordinary termination in this Award, and subject to further order of the Commission, an employee whose employment is terminated for reasons of compulsory redundancy (that is, in circumstances other than voluntary redundancy as provided for in subclause 6.7) shall be entitled to the following minimum amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Employee under 45 Years of Age
One year or less	Nil
One year but less than two years	4 weeks' pay
Two years but less than three years	7 weeks' pay
Three years but less than four years	10 weeks' pay
Four years but less than five years	12 weeks' pay
Five years but less than six years	14 weeks' pay
Six years and more	16 weeks' pay

Period of Continuous Service	Employee 45 Years of Age or More
One year or less	Nil
One year but less than two years	5 weeks' pay
Two years but less than three years	8.75 weeks' pay
Three years but less than four years	12.5 weeks' pay
Four years but less than five years	15 weeks' pay
Five years but less than six years	17.5 weeks' pay
Six years and more	20 weeks' pay

For the purposes of this subclause, "weeks pay" means the ordinary rate of pay at the time the termination of employment occurs (e.g. 38 hours for a full-time weekly employee).

6.12 Time Off during Notice Period

- 6.12.1 During the period of notice of termination given by CIC, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 6.12.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of CIC, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

6.13 Alternative Employment and Incapacity to Pay

- 6.13.1 CIC, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if CIC obtains acceptable alternative employment for an employee.

6.13.2 CIC, in a particular circumstance, may apply to the Commission to have the severance pay prescription varied on the basis of CIC's incapacity to pay.

6.14 Transmission of Business

Where the business is, before or after the date of this Award, transmitted from CIC (in this subclause called "the Transmittor") to another employer (in this subclause called "the Transmtee") and an employee who, at the time of such transmission, was an employee of the transmittor in that business becomes an employee of the transmtee, then:

6.14.1 The continuity of the employment of the employees shall be deemed not to have been broken by reason of such transmission; and

6.14.2 The period of employment that the employee has had with the transmittor shall be deemed to be service of the employee with the transmtee.

6.15 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or, in the case of casual employees, apprentices, probationary employees or employees engaged for a specific task or tasks. It does not apply to employees retiring. It does not apply to employees working for CIC who are not covered by this Award.

7. Award to be Displayed

This Award will be displayed at CIC principal place of business and all depots operated by CIC. Individual copies will be made available on request to any employees covered by this Award

8. Joint Consultative Committee

8.1 The Consultative Committee will be established to be an integral part of the organisation of work of CIC. For this reason it is imperative that members of the Committee act positively to resolve matters of mutual interest and that they carry out their duties in a responsible and timely manner.

8.2 On the operation of this Award, the Committee will meet to determine regularity of future meetings and representation.

8.3 The Committee shall have four annually elected employee representatives and two management representatives (one representative elected from the maintenance staff, one representative elected from the professional staff, one representative elected from the office staff and one other elected from the field staff).

8.4 Both management and employee representatives to the Committee shall be able to co-opt any person they believe may assist the Committee in deciding a matter. Those people who have been asked to assist the Committee shall not have voting rights and shall be limited to speak on the issue(s) for which they have been expressly invited.

9. Definitions

"Coleambally Irrigation Cooperative Limited" - the employer, referred to in this Award as "CIC".

"CIC" means the employer, the employer's nominee, representative and can mean a manager, a works supervisor or other person nominated by the Chief Executive Officer to represent the employer.

"The Award" - the Coleambally Irrigation Consent Award 2004.

"Chief Executive Officer" - the Chief Executive of CIC or the authorised person acting in the position.

"Traumatic illness or injury" - injury/illness disabling the employee from work.

"Accredited official of the Union" - an official of a union which is party to this Award who has members working for CIC.

"CIC's Premises" means the property or properties owned, leased or controlled by CIC.

"Extreme Seasonal Variation" - seasonal conditions having significant effect on the income and/or operations of the business through extremes of rainfall, drought, flooding or other factor clearly beyond the control of CIC.

"Fraudulent claims" - dishonest or deceptive claims relating to any claim(s) made for leave, etc., where the eligibility for the claim(s) has not been met.

"Consultative Committee" - a committee formed representing management and employees to assist in the resolution of disputes, the implementation of workplace arrangements and to enhance productivity and the workplace environment.

"Salary" means the ordinary time rate of pay for the employee concerned.

"Engagement", for the purposes of clause 17, Casual Employment, shall be deemed to be the period(s) for which CIC notified the employee that he or she is so required to attend on any one day.

"Traineeship" is a system comprising structured on-the-job training and may include off-the-job training in a recognised and relevant training institution.

"Act" means the New South Wales *Industrial Relations Act 1996*.

"Commission" means the Industrial Relations Commission of New South Wales.

"Union" means either or both of The Australian Workers' Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, as the context determines.

PART B

CLASSIFICATION AND CAREER PROGRESSION

10. Skills and Classifications

10.1 Skills and Classifications

Classifications or skill levels shall relate to the responsibilities, skills and range of tasks performed by the employee. The classification structure incorporated in Schedule A to this Award recognises that CIC is one entity and the structure includes the various tasks and responsibilities of both 'indoor' and 'outdoor' staff as part of the recognition of the one-entity focus. Each level recognises the differences in core tasks and skills between these two traditional areas of the workplace.

10.2 Review of Skills, Responsibilities and Performance

The parties agree that reviews of the skills, responsibilities, performance and classifications may be conducted by the parties from time to time. Should an employee not agree with the outcome of such a review or the employee considers that there are grounds for a review, appeals based on skills, responsibility and flexibility shall in the first instance be by representation to the Chief Executive Officer at any time.

10.3 Careers and Multi-Skilling

- 10.3.1 In accordance with the provisions of this Award, employees shall be required to perform a variety of tasks associated with the responsibilities, customer services and the efficient delivery of services of CIC.
- 10.3.2 The skills structure determines career path options for employees and staff training shall be directed at ensuring reasonable opportunity and access to better paid and more fulfilling jobs for employees.
- 10.3.3 Employees duties shall focus on the efficient delivery of services to customers, but employees shall not be restricted from involvement (at the level of their ability) in tasks other than their usual duties as determined by CIC provided they have appropriate skills and qualifications.
- 10.3.4 The parties commit themselves to the following principals:
- 10.3.4.1 acceptance that the work of individuals will be more broadly based and generic in nature, incorporating the ability for an employee to perform a wider range of duties which are incidental or peripheral to their main task or function.
 - 10.3.4.2 subject to agreement by management, employees will undertake training for the wider range and higher level duties. This will lead to access of higher pay when performing those more skilled jobs.
 - 10.3.4.3 the parties will not create barriers to advancement of employees within the skills structure or through access to training.
 - 10.3.4.4 co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.
- 10.4 An employee who is required to relieve another employee who is on leave, where the relief period is for five or more consecutive working days, shall be paid an additional allowance for the period relating to these relieving duties. The additional allowance, which will be added to the annual salary, will be a minimum of one additional salary point, or such other greater amount determined by the CEO. The additional allowance will not apply to specific work tasks, training or working under direct supervision, or new work activities within the employee's current skill/competency level. It shall only be paid where an employee relieves in another position and takes on the duties and responsibilities of the relieved employee.

11. Spare

PART C

REMUNERATION

12. Salaries

- 12.1 This Award provides salary remuneration in the form of an annualised amount, paid in accordance with clause 31, Payment of Wages, which is all inclusive. It shall be paid according to the Skill Level as outlined in Schedule A to this Award. The remuneration is in consideration of base rate salary; industry allowances and the like, shift rates, training incentives and rewards, special working conditions allowances, hardship payments and all other matters relating to the performance of work.
- 12.2 Attached to each skill level, there is a minimum annual salary and a maximum annual salary, designed to recognise differences in skill and responsibility which may occur due to employees achieving different standards or groups of skills within the level at different times. For example, within Level One, a new employee without any previous relevant experience should expect to receive the minimum

rate prescribed for Level One. An employee who has completed induction and has commenced performing specific tasks should expect to receive a rate higher than the minimum for Level One.

12.3 Annual salary ranges are as follows:

- 12.3.1 Level One
\$27,930.00 pa to \$35,930.00 pa
- 12.3.2 Level Two
\$36,430.00 pa to \$45,930.00 pa
- 12.3.3 Level Three
\$45,099.00 pa to \$54,287.00 pa
- 12.3.4 Level Four
\$54,288.00 pa to \$64,587.00 pa
- 12.3.5 Level Five
\$64,588.00 pa to \$80,302.00 pa

12.4 Salary Sacrifice

Opportunities for employee initiated salary sacrifice for superannuation and other benefits are available within the scope of this Award.

12.5 Salary Increases

- 12.5.1 The salaries provided under this Award have been calculated to take into account adjustments payable under the State Wage Case 2000, the State Wage Case 2001, the State Wage Case 2002, the State Wage Case 2003 and the State Wage Case 2004. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
- 12.5.2 The actual travel allowances, plant allowance, dead animal removal allowances and wet weather allowances paid to AWU employees during the previous 12 months will be added to each employee's annual salary to calculate the base salary starting point for this Award.

13. Allowances ex Salary

13.1 Expenses Incurred by Employees in the Conduct of their Duties

- 13.1.1 All reasonable expenses incurred by staff in the carrying out of the work of CIC, other than those normally incurred by an employee, shall be reimbursed within seven working days of submission of invoice. Allowance in advance for significant costs will be available but must be approved by the Company Secretary.
- 13.1.2 Such reasonable expenses may include necessary materials, tools, accommodation and reasonable meals that can be demonstrated as essential for the work.
- 13.1.3 Where employees are required to be accommodated overnight in the course of their work away from their normal location, the general standard of accommodation should be three

star, provided that the level of accommodation is available and further provided that prior approval is granted for that travel and accommodation.

13.2 Allowances in Addition to the Salary Rate

- 13.2.1 Generally current allowances will not apply in this Award; however, a skill-based allowance specifically for the use of sprays and chemicals of \$9.44 per day (or part thereof) will be paid while the employee is employed in a spray crew.
- 13.2.2 First-aid allowance of \$1.80 per day shall apply to one member who holds a current first-aid certificate in each work crew.
- 13.2.3 Each employee will be given a statement of accrued non salary benefits for annual leave, sick leave and long service leave benefits prior to signing this Award. All existing accrued benefits will be shown on this statement. CIC agree to carry these benefits as an accrued liability for the term of this Award unless the benefits is used or paid to the employee.

14. Performance Appraisal and Rewards

- 14.1 Where an individual or workplace group performance warrants, the Chief Executive Officer may approve rewards outside salary for individual or workplace group performance. Such rewards will require justification in line with audit procedures.
- 14.2 It is CIC's intention to develop a salary remuneration system more dependent on performance, that is, a system based on Staff Performance, Evaluation and Development (CEDEPS). CIC's intention is to progressively introduce such a system following consultation with the Consultative Committee.
- 14.3 Staff employed in professional capacity will have access to a professional career path salary package that recognises both increasing levels of skill and performance. Prior to entering into this Award, the salary career path will be discussed and documented by each professional employee and their relevant supervisor. The annual attainment of professional salary increments will be determined by performance evaluation.
- 14.4 The CEDEPS system will be developed over the period of this agreement to replace the salary scales with a system based upon the annual salary.

PART D

HOURS OF WORK

15. Ordinary Hours

15.1 General

- 15.1.1 In recognition of the particular circumstances which apply to the cost-effective delivery of water to irrigators, maximum flexibility of working days and times is essential. Consequently, work patterns, whether on a daily, weekly or seasonal basis, shall, as far as practicable, be tailored to the needs of customers. Generally, only employees involved in water distribution will be expected to work outside weekdays; however, some circumstances may involve other staff in weekend work.
- 15.1.2 When employees who are not rostered as part of normal working arrangements are required to work Saturdays, Sundays or public holidays, the hours worked will be paid as overtime.

15.2 Basis for Ordinary Hours

- 15.2.1 The basic unit of determining time worked shall be an average 38-hour week, including authorised paid absences.
- 15.2.2 In some instances, tasks rather than hours will be an important job feature. In the case of all scheduled maintenance, construction, distribution and administration work, an employee will receive five working days' notice of proposed alterations to normal hours.
- 15.2.3 The roster associated with water distribution shall be based on a 38-hour week using an annualised hours concept. There will be no impediment to employees and supervisors agreeing to work greater than or less than nine consecutive days, subject to the employee being able to perform those duties in a safe manner. The actual initial roster will be based upon a 9:4 - 9:5 rotation; however, the roster and number of divisions shall be flexible to allow both CIC and the employees to establish the required level of service to all customers and to provide leisure alternatives to the employees. Where a dispute arises in respect of this subclause, the 9:4 - 9:5 roster and the current number of divisions will be retained while the dispute is settled.
- 15.2.4 An employee with the consent of their supervisor can vary the daily hours of work, providing a total of 160 hours are worked over a four-week cycle. The supervisor may stipulate core hours on a daily basis during which the employee must be available to perform their work duties. Such agreement shall be reviewed between the supervisor and the employee concerned on a month by month basis. (As explanation, this means one RDO can be accrued or taken per four-week cycle. This is not in addition to banked hours.)

15.3 Start and Finish Times

Actual starting and finishing times of individuals shall be determined by references to their particular work area and work loads, both geographically and on a divisional basis. Normally, ordinary hours are to be worked between 6.00 am and 6.00 pm. A minimum 10-hour break between the completion of one day's work and commencement of another shall be taken or overtime to be paid until the break is achieved.

15.4 Working Patterns and Disputes

In the implementation of working hours, the significant determinant is the cost effective and safe delivery of services; however, all reasonable effort should be made to accommodate individual employee's needs. Wherever possible, hours should be constructed to allow maximum access to meaningful leisure time periods. Any dispute in relation to work patterns shall be resolved using the disputes-settling procedure in this Award.

16. Call Out

- 16.1 An employee recalled to work after leaving CIC's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work for each time the employee is so called. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee is recalled to perform is completed within a shorter period.
- 16.2 The minimum of three hours shall not apply and payment will be for the time actually worked where:
- 16.2.1 The employee resides on, or adjacent to, the premises; and/or
- 16.2.2 The employee returns to the place of work on a customary basis for a specific task or tasks.
- 16.3 This provision shall not apply to water distribution employees, provided that, if such an employee has completed their normal daily work cycle and is then required to attend to work duties within the same

24-hour period, the time spent in travelling to and from their residence and the workplace shall be paid time.

17. Casual Employment

- 17.1 Casuals will generally be employed where sufficient numbers of appropriately skilled personnel cannot be secured on a regular and ongoing basis by CIC.
- 17.2 Casuals shall be paid per hour an additional 20% loading according to the skill level they perform, and in most cases at the mid-point of the salary range attaching to the level.
- 17.3 Minimum engagement for casuals shall be three hours, provided that a shorter period may be negotiated to suit a particular circumstance.
- 17.4 Subject to subclause 17.3, a casual employee's engagement may be terminated on an hour's notice.

18. Part-time Employment

Where an employee is engaged on a part-time basis (and not on a casual basis), benefits outlined in the Award will apply on a pro rata basis.

19. Overtime

- 19.1 Overtime rates in excess of ordinary rates shall apply under this Award. All work in excess of the normal work cycle will be paid at the hourly rate determined by each employee's annual salary. Approved work in excess of the normal work cycle will be paid at time and one half for the first two hours and then double time thereafter. Overtime worked solely on Sundays shall attract double time from the commencement of the overtime. Overtime worked on public holidays, for non-rostered staff, will be paid at double time and one half. To avoid doubt, this means one and a half times in addition to the normal day's pay.
- 19.2 Work in excess of the normal work cycle shall not be paid under this Award unless prior approval for the overtime to be worked is obtained from the relevant supervisor.
- 19.3 Reasonable Overtime
 - 19.3.1 Subject to paragraph 19.3.2, CIC may require an employee to work reasonable overtime at overtime rates.
 - 19.3.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - 19.3.3 For the purposes of paragraph 19.3.2, what is unreasonable or otherwise will be determined having regard to:
 - 19.3.3.1 any risk to employee health and safety;
 - 19.3.3.2 the employee's personal circumstances, including any family and carer responsibilities;
 - 19.3.3.3 the needs of CIC;
 - 19.3.3.4 the notice (if any) given by CIC of the overtime and by the employee of his or her intention to refuse it; and
 - 19.3.3.5 any other relevant matter.

- 19.4 CIC and an employee may agree to adopt flexible approaches to working overtime provided it meets the criteria of maintaining the average of 38-hour week ordinary hours. One such arrangement is detailed in paragraph 15.2.4 herein. To avoid doubt, this means time off in lieu of overtime is available where the ordinary time is averaged over a longer period than one week, where the following requirements are met.
- 19.4.1 By agreement between CIC and the employee, leave in lieu may be taken for any overtime worked.
- 19.4.2 CIC will keep a record of all overtime performed for each employee and this record shall be referred to as the 'Hours Bank'.
- 19.4.3 CIC shall advise each employee of the amount of accrued overtime in their individual Hours Bank once every month.
- 19.4.4 Where CIC and an employee have agreed to leave in lieu of overtime, the maximum accrual shall be 12 days per annum. This is to be taken either as one day off a month or else in conjunction with annual leave, or any other manner as agreed to between CIC and the employee concerned.
- 19.4.5 Overtime shall be credited to the Hours Bank on the basis of one hour worked equals one hour of credit in the bank.

20. Meals and Rest Breaks

- 20.1 Employees shall be entitled to a meal break each work day of not less than half an hour, which time shall not be paid for. No employee shall be required to work more than five hours without a break for a meal. Where a second meal break is required, such break shall be for duration of 30 minutes and shall not be paid for. Other rest breaks should be taken at times both convenient to colleagues and to customers and are not fixed. CIC expects common sense to prevail and reserves the right to implement set times if evidence of abuse exists.
- 20.2 CIC and an employee(s) may agree to any variation of this clause to meet the circumstances of the work in hand. For example, employees may take a 20-minute paid break once during a full normal working day, or split that into two 10-minute breaks.
- 20.3 This clause shall not apply to any employee whose scheduled work in any 24-hour period is four hours or less.

PART E

LEAVE

21. Annual Leave

- 21.1 Annual leave shall be due annually to employees on the basis of 20 working days per year (accruing at the rate of 2.923 hours per week).
- 21.2 Annual leave shall not be accrued beyond 40 working days unless mutually agreed between CIC and the employee.
- 21.3 The taking of annual leave shall be subject to the following:
- 21.3.1 All such leave, whether ordinary or accumulated, shall be taken only at such times as CIC, for operational purposes, shall deem convenient and, in the absence of agreement on the taking of leave, it shall be taken at a time determined by CIC, provided CIC shall, however, endeavour to comply with the needs of the employees;

- 21.3.2 After the completion of the first year of service, annual leave shall accrue from month to month and leave so accrued or any portion thereof may be granted to an employee by CIC at such time as the latter deems convenient; and
- 21.3.3 Annual leave shall accrue to employees in respect of any authorised period of paid absence from duty.
- 21.3.4 The rate of pay used to determine annual leave payments shall be that rate of pay which applies when the leave is taken.
- 21.4 All water distribution employees who work a roster shall be entitled to five additional days' leave per annum which shall accrue annually if not taken.

22. Annual Leave Loading

Leave loading shall not apply as a separate payment and has been included in the annualised salaries applicable under this Award. This inclusion in annual salary was calculated at a rate of 17.5% of four weeks' annual salary.

23. Short Term Illness/Injury

23.1 Entitlement

- 23.1.1 From the date of certification of this agreement, all qualifying employees will be entitled to accrue short-term illness/injury leave ("STI"). STI leave is unlimited subject to this clause.
- 23.1.2 This leave will only be available to be taken according to the provisions of this clause.

23.2 Payment

- 23.2.1 This leave shall be paid when the conditions detailed in subclause 23.3 are met.
- 23.2.2 Payment shall be made to the affected employee on the same basis as if the employee was working normally.
- 23.2.3 The rate of pay for employees taking this leave shall be at the rate of 100% of the ordinary time earnings that the employee was receiving when the employee proceeded onto this leave.
- 23.2.4 The taking of this leave shall not affect the continuity of service but does not count for leave accruals.

23.3 Conditions for the Taking of STI Leave

- 23.3.1 STI leave can only be taken when an employee is either injured through an accident or an illness outside of the working environment and the employee qualifies by the employee's sick leave entitlements having accrued to a minimum of 100 days.
- 23.3.2 The employee must prove to the satisfaction of the Company that the illness or injury that he/she is suffering from is not permanent in nature and that there is a reasonable likelihood that the employee will be able to return to their normal duties within three months. In the context of this Award, "reasonable likelihood" means, where a single illness extends beyond three months, it shall not be considered to be eligible for STI unless the employee can demonstrate to the satisfaction of the CEO that the employee will be capable of returning to work within a maximum period of three months.

- 23.3.3 An application must be made to the Company as soon as practicable for the granting of STI leave. This claim must include the following details:
- 23.3.3.1 Date from which the employee intends to claim STI leave.
 - 23.3.3.2 A doctor's certificate or other evidence that is satisfactory to the Company detailing the nature of the disability.
 - 23.3.3.3 A medical report or similar that provides a timetable for the rehabilitation of the employee concerned.
- 23.3.4 Upon a successful application, the Company will make available the accrued STI leave.
- 23.3.5 Where access to STI leave is refused by CIC, the employee will have access to the employee's accrued sick leave.

24. Sick Leave

- 24.1 Sick leave is for the sole purpose of providing income for employees unable to attend work through injury or illness and shall be allowed at 10 days (76 hours in the case of a full-time employee working 38 hours on average per week, pro rata in other cases) per year. In the first six months of service with CIC, the entitlement shall accrue at the rate of one day for each completed month of service, with the balance of the year's entitlement being accruable at the completion of the second six months' service. Unused sick leave will accrue indefinitely.
- 24.2 An employee (other than a casual employee) after one month's service with CIC, who is absent from work on account of the reasons in subclause 24.1, shall be entitled to leave with normal payment subject to the following conditions:
- 24.2.1 An employee shall not be entitled to be paid for any absence for any period for which the employee is entitled to worker's compensation;
 - 24.2.2 The employee shall take all reasonable steps, prior to the commencement of such absence, to inform CIC of the employee's inability to attend for duty and shall state the nature of the illness/injury and the estimated duration of the absence; and
 - 24.2.3 CIC may request that a claim for sick leave shall be supported by evidence satisfactory to CIC that the employee was unable to account of illness/injury to attend for duty on the day or days for which leave is claimed.
- 24.3 Where an employee is absent on sick leave for an extended period and/or management has good and sufficient reason to believe that the employee will be unable to return to work or is unable to undertake the duties of the position, CIC at its cost may direct the employee to undertake a medical examination by a duly qualified medical practitioner to determine the employee's fitness for work and whether the employee should be retired on medical grounds.
- 24.4 Fraudulent sick leave claims shall be grounds for disciplinary action. Where CIC believes an employee is abusing sick leave benefits, the employee shall be notified in writing of a period of six months' probation. Continued breaches within this period will be grounds for dismissal, provided that process shall not be commenced until after consultation with the Consultative Committee.
- 24.5 Each employee shall be credited with their accrued number of sick days as an available benefit; however, the use of it shall be subject to this clause and it shall only be taken as a sick leave benefit and not in any other form.
- 24.6 When an employee has accrued a total of 100 days' sick leave, the employee will from this date forward have access to STI leave. From this date forward the employee's records will show the employee has

paid leave entitlements provided for under the STI clause of this Award and the recording of sick leave entitlements will cease but be recorded as 100 days regardless of STI leave actually taken.

24.7 Sick leave will not accrue for any period in which STI leave is available to the employee.

25. Long Service Leave

25.1 Employees who are employed prior to the operative date of this Award that, at the date the Award is made, accrue 11 days/year shall continue to accrue 11 days/year of service. A list of employee names who shall benefit from this clause will be attached as Schedule C.

25.2 With respect to subclause 25.1, all other employees and employees engaged after the operative date of this Award shall accrue long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.

26. Bereavement Leave

An employee on weekly hiring shall, on the death of a person as described in section 29.3.1.3.2, be entitled to a maximum of three days' leave with pay on the occasion of each death. An employee shall not be entitled to bereavement leave under this clause during a period of other leave. Proof of entitlement shall be furnished by the employee to the satisfaction of CIC, if CIC so requests.

27. Parental Leave

Parental leave means either maternity, paternity or adoption leave and has the same meaning as those terms in the Act whose provisions shall apply to employees.

28. Jury and Other Service

28.1 Jury Service

An employee required for jury service during his or her ordinary working hours shall be paid ordinary-time earnings but payments for Court attendance shall be paid directly to CIC. An employee shall notify CIC as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give CIC proof of his or her attendance, the duration of such attendance and the amount received in respect of jury service.

28.2 Other Service

Employees nominating for other service, which may include voluntary service (S.E.S, Rural Fire Brigade, etc.) will be remunerated for approved absence from work.

29. Discretionary, Family and Personal/Carer's Leave

29.1 Discretionary Leave

From time to time as applicable the Chief Executive Officer may approve discretionary leave for reasons other than outlined in this Award. Such leave may be granted on the basis of paid or unpaid leave.

29.2 Family Leave

The Chief Executive Officer may approve up to two days per annum as paid family leave.

29.3 Personal/Carer's Leave

29.3.1 Use of Sick Leave

- 29.3.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section 29.3.1.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 24, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 29.3.1.2 The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 29.3.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 29.3.1.3.1 the employee being responsible for the care of the person concerned; and
- 29.3.1.3.2 the person concerned being:
- (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same-sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where, for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- 29.3.1.4 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.
- 29.3.2 Unpaid Leave for Family Purpose
- An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section 29.3.1.3.2 who is ill.
- 29.3.3 Annual Leave

- 29.3.3.1 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 29.3.3.2 Access to annual leave, as prescribed in subparagraph 29.3.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- 29.3.4 Time Off in Lieu of Payment for Overtime
- 29.3.4.1 For the purpose only of providing care and support for a person in accordance with paragraph 29.3.1 and, despite any contrary provisions this Award's overtime provisions provide, the following shall apply:
- 29.3.4.2 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 29.3.4.3 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- 29.3.4.4 If, having elected to take time as leave in accordance with subparagraph 29.3.4.2, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- 29.3.4.5 Where no election is made in accordance with subparagraph 29.3.4.2, the employee shall be paid overtime rates in accordance with the Award.
- 29.3.5 Make-up Time
- An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.
- 29.3.6 Rostered Days Off
- 29.3.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 29.3.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 29.3.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

30. Public Holidays

Public holidays, New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Christmas Day, Boxing Day, on the dates as gazetted from time to time by the NSW Government, shall be allowed without loss of pay. Employees, not working a roster, who work on a public holiday, shall be entitled to overtime (as described in clause 19) or equivalent normal time off without loss of pay at later date. One additional day, called Picnic Day, shall also be allowed without loss of pay. This day is to be observed on the next normal working day after the date declared as the official close of the irrigation season. CIC and employee(s) may agree to alter the actual days on which these public holidays are observed, including taking the days in conjunction with annual leave.

PART F

OTHER CONDITIONS

31. Payment of Wages

- 31.1 Except on termination of employment, salaries shall be paid fortnightly.
- 31.2 Payday, once determined, cannot be changed without a minimum of one month's notice unless exceptional circumstances beyond CIC's control arise.
- 31.3 Salaries shall be paid by one of the following means:
- 31.3.1 Into a bank account held in the name of the employee. Deposits to the employee's account at CIC's bank shall fulfil CIC's obligations to the employee.
- 31.3.2 Alternatively, with prior approval of CIC, a cheque can be collected from CIC offices or mailed to the employee's residential address. Cheque collection shall occur outside normal hours.
- 31.4 CIC shall provide each employee every pay period and on the employee's last day of employment a statement of the employee's earnings for that period or part thereof as the case may be. Provided that, where an employee is dismissed without notice, or an employee fails to give notice, abandons employment or otherwise ceases to be employed through no action of CIC, CIC shall not be obliged to pay any outstanding moneys until the next scheduled pay day.

32. Travelling between Sites

Where an employee, at the request of their supervisor, agrees to use their own vehicle for the carrying out of work for CIC (other than carriage to the normal place of work), reasonable cost per kilometre will be reimbursed. Reasonable costs shall be the kilometre rate applied to Board members attending meetings. The minimum rate payable under this clause shall be \$0.52 per kilometre.

33. Superannuation

- 33.1 CIC will provide superannuation in accordance with Federal superannuation guarantee legislation and an additional 2% employer contribution will be paid to all employees for the term of this Award according to the conditions laid down below and in clause 37, Employee Life Insurance. All employees shall have their accrued superannuation paid to their nominated fund monthly.
- 33.2 Employees may nominate the approved fund into which they wish their contributions to be paid. Such choice may be altered by the employee but not more often than annually. Employees may contribute to superannuation in lieu of salary (within the guidelines of Federal superannuation legislation).
- 33.3 Employees currently members of the NSW Government SASS scheme, on the date local autonomy is achieved and, following review by an approved financial consultant, will be eligible for a top-up superannuation contribution prior to entering this Award. The top-up payment will be determined by CIC following consultation with the employee and the financial consultant.

34. Protective Clothing, Uniforms and Equipment

- 34.1 Appropriate safety wear will be provided (including boots, protective overalls, glasses, helmets). This shall be replaced on a fair wear and tear basis. Misuse or loss due to carelessness will not be grounds for replacement. Employees will be required to care for their uniforms and other clothing issue and be expected to present for work in a neat and tidy manner.

- 34.2 UV protection will be provided for employees while engaged in outdoor work.
- 34.3 Uniform items supplied to maintenance and water distribution staff shall consist of:
- 34.3.1 five pairs of trousers; or five pairs of shorts; or five pairs of overalls
 - 34.3.2 five long-sleeve shirts with logo; or five short-sleeve shirts with logo
 - 34.3.3 two fleecy windcheaters with logo
 - 34.3.4 one jacket with logo
 - 34.3.5 one Boomerang crush hat with logo
- 34.4 Uniform items supplied to administration staff shall consist of:
- 34.4.1 three pairs of pants, five shirts, one vest, one jumper and one jacket for male staff
 - 34.4.2 three skirts/pants, five blouses, one vest, one jumper and one jacket for female staff
- 34.5 All tools and equipment shall be provided by CIC for employees to perform the tasks detailed and implied in Schedule A. Theft, wilful neglect or damage carelessness and misuse of any tools or equipment will be grounds for disciplinary action.
- 34.6 Employees designated by CIC to be available for contact after the normal work cycle, by customers or for call back, shall be entitled to reimbursement of telephone and fax costs. Reimbursement shall be 50% of the applicable rental and the actual charges (100%) made for calls relating to actual work duties.

35. Training

35.1 Apprentices

An apprentice's wage shall be calculated to the undermentioned percentage of the relevant trade rate as provided for in this Award:

Three Years Apprenticeship	Four Years Apprenticeship
in the first year	60%
in the first year	60%
in the second year	75%
in the second year	75%
in the third year	90%
in the third year	80%
in the fourth year	90%

35.2 Traineeships

35.2.1 Notwithstanding anything elsewhere contained in this Award, CIC may employ trainees subject to the conditions contained in this clause.

35.2.2 Application and Objectives

35.2.2.1 Before this clause shall have effect on the employment of a trainee, CIC and a trainee must have entered into a training agreement under the provisions of the *Industrial and Commercial Training Act 1989*.

35.2.2.2 Trainees shall not displace existing full-time employees from employment.

35.2.3 Training Conditions

Trainees engaged under this clause shall attend the off-the-job training prescribed in the training agreement. CIC shall ensure that the trainee is permitted to attend the off-the-job training course and provide appropriate supervision during on-the-job training.

35.2.4 Employment Conditions

35.2.4.1 The trainee shall be engaged for a period of 12 months as a full-time employee, provided that the trainee may be subject to a satisfactory probation period as outlined in this Award.

35.2.4.2 The trainee is permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training agreement.

35.2.4.3 Where the employment of a trainee by CIC is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purpose of this Award and long service leave/entitlements. Trainees shall be regarded as full-time employees.

35.2.5 Salary

For the purpose of achieving stability of income for a trainee over the traineeship period, the wage rate for a trainee shall be calculated on the following basis: rate for entry multiplied by percentage of time spent on-the-job.

35.3 The role of every employee in training other employees is agreed between the parties to this Award as essential and employees will be given training appropriate to their skill level. The development of appropriate skills to move to a higher skill level within the career path structure is a necessary condition but not automatic means of gaining advancement within or to the next higher skill level. A Training Charter established to identify the aims and procedures of implementing training within the workplace.

36. Spare

37. Employee Life Insurance

37.1 CIC will obtain on behalf of each employee engaged as at 21 June 2001 life insurance death cover with an annual premium value of \$300.00. This benefit will continue for the lifetime of this Award.

37.2 New employees engaged after 21 June 2001 may elect to receive life insurance in accordance with this clause. Provided the premium value is funded by any excess between CIC's contribution to superannuation in accordance with subclause 33.1 and the statutory requirement for superannuation contribution as detailed in Federal legislation from time to time.

38. Contractor Award and Enterprise Agreement Conditions

CIC will require all construction and maintenance contractors to provide written proof that award or enterprise agreement conditions are currently paid to their employees. CIC will make this proof available for inspection by a member of a Union who is party to this Award during normal business hours. A Union member who is party to this Award will make a request in writing to see the information provided to CIC by construction and maintenance contractors. CIC agree to make this information available for inspection at the Brolga Place office during normal business hours, 48 hours after the receipt of a written request.

39. Anti-Discrimination

39.1 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.

- 39.2 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.
- 39.3 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.
- 39.4 Nothing in this clause is to be taken to affect:
- 39.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 39.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 39.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 39.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 39.5 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.

40. Confidentiality

The work carried out for CIC and the information developed and collated is the property of CIC and the employees shall respect the confidentiality of clients and CIC with regard to all information concerning the business.

41. Stand Down

- 41.1 CIC has the right to deduct payment for any day an employee can not be usefully employed because of industrial action or through any stoppage of work for any cause for which the Company can not be reasonably held responsible and a stand-down situation has been notified by CIC to the Consultative Committee
- 41.2 Where a stand-down situation arises, all employees will be given the opportunity to access their available annual leave and/or long service leave entitlement prior to the employee being stood down.
- 41.3 Before CIC implement stand down provisions under this clause, CIC will fully investigate alternative options and these options will be communicated to the Consultative Committee for discussion.

42. Grievance/Dispute Procedure

- 42.1 In the event of a dispute arising between CIC and employee(s), any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and by the employee(s) concerned shall then be examined by the Chief Executive Officer or appointed deputy.
- 42.2 If the dispute remains unsettled, CIC's representative shall ensure that the matter is recorded in writing in pertinent detail, while the employee(s) may notify the Consultative Committee or their Union representative of the nature and details of the matter in dispute.

- 42.3 If the dispute thereafter remains unresolved, the question shall be discussed between the Chief Executive and the relevant representative, each of whom shall take all reasonable steps to settle the dispute.
- 42.4 If the dispute remains unsettled after the procedure specified in subclause 42.3 hereof has been concluded, the matter shall be notified to the Commission.
- 42.5 While the procedures herein are being followed, all work shall continue normally.
- 42.6 The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected by or prejudiced by the fact that normal work has continued without interruption.
- 42.7 If the dispute concerns questions of safety, it shall immediately be referred to the Chief Executive Officer, the supervisor and Safety Committee which shall consider and resolve the matter forthwith.

43. Health and Safety

43.1 Safety Equipment

Safety equipment provided by CIC will be utilised as directed by CIC.

43.2 Safety Procedures

Safety procedures shall be followed by all employees. Failure to acknowledge and adhere to safety policies shall be grounds for dismissal. Neglect of safety procedures that may lead to injury of other persons or employees shall be grounds for instant dismissal.

43.3 Employee's Duty

Notwithstanding CIC's responsibility, the employee has a duty:

- 43.3.1 to protect his/her own health and safety at work;
- 43.3.2 to avoid adversely affecting the health and safety of any other person or property through any act or omission at work; and
- 43.3.3 to report to CIC the use of medically prescribed drugs which may have an adverse effect on the employee's ability to work safely or normally.

- 43.4 An employee shall not, by the consumption of alcohol or a drug, be in such a state as to endanger his/her own safety at work or the safety of any other person at work. An employee who appears to CIC to be under the influence of alcohol or drugs shall be advised that he/she is not to commence or continue work until examined by a medical practitioner or a registered nurse as soon as practicable to ascertain the employee's fitness for work and any costs associated with the examination shall be borne by CIC. During this time the employee shall be stood down without pay; however, if the medical examination shows that the employee is not under the influence of drugs or alcohol, the employee shall be paid for the time lost.

43.5 First-aid Facilities

Suitable first-aid equipment in a hygienic container shall be available in each workplace/vehicle in a accessible place. This equipment should be regularly inspected and replenished as necessary by CIC.

44. Employment Records

44.1 Time, Salary Records and Inspection Rights

- 44.1.1 CIC shall keep, or cause to be kept, employment records in accordance with relevant legislation. CIC shall enter, or cause to be entered, in such a correct record of the hours worked and the salaries (including superannuation) paid to each employee to whom this Award applies. CIC shall, on the giving of reasonable notice, produce such record for inspection by an accredited Union official or Consultative Committee member approved by the employee and CIC for the sole purpose of investigating any breach or suspected breach of this Award. Records will not be available on paydays. The approval of the employee involved must also be provided.
- 44.1.2 If an employee's employment is terminated, CIC shall be required to hold records for that employee for three years after the employee's termination.
- 44.1.3 CIC shall keep sufficient record and detail of the employment relationship for the purpose of tracking accruals, use, etc., of annual leave, sick leave, long service leave and parental leave.

45. Union Fee Deductions

- 45.1 CIC shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- 45.1.1 the employee has authorised CIC to make such deductions in accordance with paragraph 45.1.2 herein;
- 45.1.2 the Union shall advise CIC of the amount to be deducted for each pay period applying at CIC's workplace and any changes to that amount;
- 45.1.3 deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- 45.1.4 there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 45.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises CIC to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to CIC without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 45.3 Moneys so deducted from employee's pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at CIC's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- 45.3.1 where CIC has elected to remit on a weekly or fortnightly basis, CIC shall be entitled to retain up to five per cent of the monies deducted; and
- 45.3.2 where CIC has elected to remit on a monthly or quarterly basis, CIC shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 45.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 45.5 The Union shall advise CIC of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as the case may be. The Union shall give CIC a minimum of two months' notice of any such change.

- 45.6 An employee may at any time revoke in writing an authorisation to CIC to make payroll deductions of Union membership fees.
- 45.7 Where an employee who is a member of the Union and who has authorised CIC to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to CIC in order for payroll deductions of union membership fees to cease.
- 45.8 This clause shall take effect from the beginning of the first pay period to commence on or after 24 November 2003.

46. Future Negotiation

The parties agree to commence discussions on future industrial regulation approximately three months prior to the nominal expiry of this Award. Without limiting those discussions, the parties may discuss extending this Award or alternatively developing an enterprise agreement(s) to operate in conjunction with, or independently of, this Award.

47. Joint Review of Conditions

- 47.1 It is the intention that during the period of this Award a Joint Review by CIC and the employees represented by the Consultative Committee of the operational requirements will be conducted. This will enable, after consultation with the Consultative Committee, the implementation of employment conditions and pay ranges that may be more specific to the wider application of CIC's operations. These will be based on CIC's unique customer focus service levels and its effective and efficient employment of staff.
- 47.2 The parties also agree that during the life of this Award CIC with the agreement of relevant employees and their Union representatives may trial new working arrangements to facilitate and accommodate the planned review of this Award.
- 47.3 Where such trials involve temporary variations to the terms of this Award, CIC will seek the prior agreement of the Unions whose members are involved which shall not be unreasonably withheld.
- 47.4 CIC and the Union(s) whose members are involved agree to progressively consolidate the outcome of all such trials prior to the planned review taking place.

SCHEDULE A

SALARY LEVEL WORK DESCRIPTION

Level One - Salary Range \$27,930.00 to \$35,930.00

This level is intended to apply to an employee without formal qualifications, who works under supervision and generally has limited understanding of irrigation or business practices. Indicative tasks an employee at this level may perform are as follows:

Administration

All office filing and general office duties.

Answering telephones and dealing with fax or other correspondence.

Collecting, opening and distributing the mail.

Maintaining the office and equipment in a clean and professional manner.

Basic keyboard and computer operations.

Routine deliveries.

Report writing and basic communication skills.

Water Distribution, Maintenance, Construction, Monitoring and Testing

General labouring including use of all motor vehicles, tractors and power driven equipment and tools.

Water measurement and control structure regulations and operation.

Dealing with customers, taking requests and handling minor complaints.

Basic keyboard and computer operations.

Water quality monitoring, sampling and testing.

Removal of weeds, debris, carcasses and floating obstructions in the canals, channels and drains.

Basic maintenance of the water distributions and drainage system, plant and vehicles, other machinery and equipment and infrastructure.

Basic knowledge of licences held by CIC, the water supply contract and other business agreements used to service customers.

Basic knowledge of water management.

Report writing and basic communication skills.

Level Two - Salary Range \$36,430.00 to \$45,930.00

This level applies to employee who has satisfactorily completed appropriate training and includes employees who have completed specific training in the systems and procedures of CIC. This level is intended to apply to an employee capable of working without immediate supervision, capable of directing an employee of a lower level during the performance of their duties. Indicative tasks an employee at this level may perform, in addition to tasks at Level One, are as follows.

Administration

Handle all customer requests for services and information.

Perform reception duties, word processing, accounts payable/receivables.

Perform banking tasks and reconciliations.

Process transactions to the accounting system.

Administer purchasing procedures and records.

Assist all distribution and maintenance staff.

Complete routine tasks associated with the collection and interpretation of office information.

Water Distribution, Maintenance, Construction, Monitoring and Testing

Operate all plant and equipment.

- Perform all water distribution, maintenance and monitoring work.
- Respond to maintenance requests and perform basic wood and metal fabrication work.
- Carry out water quality monitoring and testing procedures.
- Control, monitor and record weeds.
- Read and record water meter readings.
- Liase with customers and contractors.
- Perform routine computer tasks and operations.
- Maintenance on and around the distribution system.
- Report all defects requiring maintenance or construction.
- Report any breaches of operating procedures by irrigators, customers or contractors.
- Perform all end of season maintenance work.

Level Three - Salary Range \$45,099.00 to \$54,287.00

This level applies to an employee capable of working alone or in a team, who has detailed experience and local knowledge of the CIA and associated systems and procedures. This person is responsible for the quality of their own work. The person would undertake a broader range of duties than employees at lower levels and is capable of directing employees at a lower level during the performance of their work. Indicative tasks an employee at this level may perform, in addition to tasks included in Levels One and Two:

Administration

- Complete all management records and reporting procedures.
- Prepare water sales accounts and maintain accurate and complete records.
- Maintain and monitor all management data.
- Use, maintain and report on all business procedures.

Water Distribution, Maintenance, Construction, Monitoring and Testing

- Interpretation of detailed instructions or objectives relating to water distribution, maintenance or monitoring.
- Preparation of procedures or tasks for the direction of other employees.
- Overseeing of all contractor activities.
- Supervision of employees in the performance of their duties in accordance with this Award.
- Preparation of reports and the proper recording of information.

Level Four - Salary Range \$54,288.00 to \$64,587.00

This level applies to an employee capable of working alone, experienced in the implementation of management systems, responsible for the quality of their own work, who can provide on-the-job training and supervision of staff at lower levels, who undertakes a broader range of duties than employees at lower levels and is required

to provide service consistent with the continuous operation of the whole business. Indicative tasks an employee at this level may perform, in addition to tasks at Level One, are as follows.

Preparation of management and legislative business reports.

Compliance with license conditions and or professional standards.

Maintenance of all data and records.

Level Five - Salary Range \$64,588.00 to \$80,302.00

This level applies to employee whose experience and knowledge enables the employee to co-ordinate work in a team environment, who can operate without supervision, capable of working from complex instructions/procedures and who provides job training an supervision at all levels. Indicative tasks an employee at this level may perform, in addition to tasks at Levels One to Four, are as follows:

Supervision and operations of all activities associated with the daily function of the business.

Preparation of information and reports.

Interpretation of activities associated with licence compliance, LWMP implementation or Best Management Practices.

SCHEDULE B

COMMON SALARY POINTS APPLICABLE TO THIS AWARD

Salary points will include salaries within the point scale range to accommodate additional salary determinations made by the CEO, e.g. Salary Point 11 will include all salaries within the range \$28,183.83 to \$28,687.82

Salary Point	Lower Limit \$	Upper Limit \$
10	27,930.32	28,182.82
11	28,183.83	28,687.82
12	28,688.83	29,192.82
13	29,193.83	29,801.82
14	28,034.32	30,306.82
15	28,287.83	30,811.82
16	28,792.83	31,316.82
17	29,297.83	31,821.82
18	29,802.83	32,326.82
19	30,307.83	32,831.82
20	30,812.83	33,336.82
21	31,317.83	33,841.82
22	31,822.83	34,346.82
23	32,327.83	34,955.82
24	28,138.32	35,460.82
25	28,391.83	35,965.82
26	28,896.83	36,470.82
27	29,401.83	36,975.82
28	29,906.83	37,480.82
29	30,411.83	37,985.82
30	30,916.83	38,490.82
31	31,421.83	38,995.82
32	31,926.83	39,500.82
33	32,431.83	40,005.82
34	32,936.83	40,406.82

35	33,441.83	40,911.82
36	33,946.83	41,416.82
37	34,451.83	41,921.82
38	34,956.83	42,426.82
39	35,461.83	42,931.82
40	35,966.83	43,436.82
41	36,471.83	43,941.82
42	36,976.83	44,446.82
43	37,481.83	44,951.82
44	37,986.83	45,456.82
45	38,491.83	45,961.82
46	38,996.83	46,466.82
47	39,501.83	46,971.82
48	40,006.83	47,476.82
49	40,407.83	47,981.82
50	40,912.83	48,486.82
51	41,417.83	48,991.82
52	41,922.83	49,496.82
53	42,427.83	50,001.82
54	42,932.83	50,506.82
55	43,437.83	51,011.82
56	43,942.83	51,516.82
57	44,447.83	52,021.82
58	44,952.83	52,526.82
59	45,457.83	53,031.82
60	45,962.83	53,536.82
61	46,467.83	54,041.82
62	46,972.83	54,546.82
63	47,477.83	55,051.82
64	47,982.83	55,556.82
65	48,487.83	56,061.82
66	48,992.83	56,566.82
67	49,497.83	57,071.82
68	50,002.83	57,576.82
69	50,507.83	58,081.82
70	51,012.83	58,586.82
71	51,517.83	59,091.82
72	52,022.83	59,596.82
73	52,527.83	60,101.82
74	53,032.83	60,606.82
75	53,537.83	61,111.82
76	54,042.83	61,616.82
77	54,547.83	62,121.82
78	55,052.83	62,626.82
79	55,557.83	63,131.82
80	56,062.83	63,636.82
81	56,567.83	64,141.82
82	57,072.83	64,646.82
83	57,577.83	65,151.82
84	58,082.83	65,656.82
85	58,587.83	66,161.82
86	59,092.83	66,666.82
87	59,597.83	67,171.82
88	60,102.83	67,676.82
89	60,607.83	68,181.82
90	61,112.83	68,686.82

91	61,617.83	69,191.82
92	62,122.83	69,696.82
93	62,627.83	70,201.82
94	63,132.83	70,706.82
95	63,637.83	71,211.82
96	64,142.83	71,716.82
97	64,647.83	72,221.82
98	65,152.83	72,726.82
99	65,657.83	73,231.82
100	66,162.83	73,736.82
101	66,667.83	74,241.82
102	67,172.83	74,746.82
103	67,677.83	75,251.82
104	68,182.83	75,756.82
105	68,687.83	76,261.82
106	69,192.83	76,766.82
107	69,697.83	77,271.82
108	70,202.83	77,776.82
109	70,707.83	78,281.82
110	71,212.83	78,786.82
111	71,717.83	79,291.82
112	72,222.83	79,796.82
113	72,727.83	80,301.82

SCHEDULE C

EMPLOYEE LIST FOR SUBCLAUSE 25.1

The following list of employees have more than 10 years service as of 15 February 1999. Subclause 25.1 is applicable to the following people:

Employee Name	Engagement Date
Margaret Fletcher	31/10/89
Mark Byrnes	30/5/77
Eddie Carter	27/2/67
David Crump	26/10/72
John Curphey	4/9/79
Earnie Freaan	6/12/78
Greg Heath	11/8/83
Eric Hutchinson	13/11/78
Dennis Jones	21/10/80
Steve Knight	21/10/68
Pat Mitchell	19/3/79
Charlie Warr	1/8/80
Ian Irvin	3/1/89
Lance Dunbar	10/1/89

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(199)

SERIAL C3099

**NEW SOUTH WALES TAFE COMMISSION (GRAPHIC ARTS
SECTION, SYDNEY INSTITUTE) WAGES AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1716 of 2004)

Before Mr Deputy President Sams

2 July 2004

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-discrimination
4.	Rates of Pay
5.	Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements
6.	Hours of Work
7.	Leave
8.	Personal/Carers Leave
9.	Overtime
10.	Duties of Employees
11.	Training
12.	Redundancy
13.	Dispute Resolution Procedure
14.	Deduction of Union Membership Fees
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

2. Definitions

- (a) "Department" means the Department of Education and Training.
- (b) "Employee" means any permanent or temporary printing support officer employed in the Graphic Arts Section at Sydney Institute, New South Wales TAFE, and who works 38 hours per week.
- (c) "Employer" means the Managing Director of TAFE NSW.
- (d) "Part Time Employee" means any permanent or temporary printing support officer employed in the Graphic Arts Section at Sydney Institute, New South Wales TAFE, and who works less than 38 hours per week.
- (e) "Printing Support Officer - Level 1" performs routine maintenance and cleaning of machines and workshop. Attends to equipment, carries out necessary adjustments, replaces parts and installs equipment. No formal qualifications required, no operation of trade equipment.
- (f) "Printing Support Officer - Level 2" operates single purpose machines and equipment. Attends to equipment, carries out necessary adjustments, replaces parts and installs equipment. Cleans workshop and equipment. No formal qualifications required, no operation of trade equipment.
- (g) "Printing Support Officer - Level 3" provides high quality printing, class support services and advice. Operates, maintains, repairs and installs printing and related equipment to the level of qualifications, training and skills possessed. Specialised in at least one area of the printing industry. Recognises and acts on quality assurance problems. Formal qualifications in the printing industry or recognised equivalent.
- (h) "Printing Support Officer - Level 4" manages and co-ordinates the printing support operations within the Graphic Arts Section. Develops, implements and monitors an ongoing preventative maintenance program for all printing and related equipment. Prepares printing support staff rosters, checks timebooks, prepares weekly attendance returns, certifies overtime claims. Formal qualifications in the printing industry or recognised equivalent with demonstrated management experience.
- (i) Printing Computer Support Officer provides high quality computing class support services and advice. Ensures that computer equipment is maintained and operative, recognises and acts on quality assurance problems. Identifies and responds to computer related problems and takes necessary action to rectify. Formal qualifications in the printing industry or recognised equivalent with broad computer knowledge.
- (j) "TAFE" means the New South Wales Technical and Further Education Commission.
- (k) "Union" means the Australian Manufacturing Workers Union, Printing Division NSW.

3. Anti-Discrimination

- (a) It is the intention of the parties to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed under clause 13 of this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Rates of Pay

- (a) The weekly rates of pay for all printing support officers are set out in Table 1 of Part B, Monetary Rates.
- (b) The maximum weekly rates of pay for part time employees shall be the hourly equivalent of the ordinary weekly rate of pay prescribed by subclause (a) of this clause of the classifications in which the employee is engaged for the actual number of hours worked.
- (c) The weekly wage rates as set out in Table 1 of Part B, Monetary Rates, shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2002 or any variation to, or successor instruments to the said award.

5. Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements

- (a) The provisions of clause 7 Wage Sacrifice for Superannuation and clause 8 Wage Salary Packaging arrangements in the Crown Employees Wages Staff (Rates of Pay) Award 2002 or any variation to or successor instruments to the said award shall apply

6. Hours of Work

- (a) The ordinary working hours of employees covered by the award shall be thirty-eight per week. Such hours shall be worked on a twenty-day four-week cycle, Monday to Friday inclusive, with nineteen working days of eight hours each with 0.4 of one hour on each day worked accruing as an entitlement to take up to one day off in each work cycle paid for as though worked. The day off shall preferably be a Monday or Friday and may be either a fixed day or a rostered day depending upon the particular requirements of management. Where special circumstances arise the day so determined may be altered to some other day to meet the needs of the establishment.
- (b) Part time employees who work regular hours on a five day basis may, by mutual agreement between the employee and the Director of Sydney Institute, be entitled to the benefit of the 38 hour week, 19 day month on a pro rata basis.
- (c) Starting and finishing times for employees covered by this award shall be determined by the Director of Sydney Institute provided that the earliest starting time shall be 6.15 am and the latest ceasing time shall be 9.00 pm.
- (d) In the event of an employee's ordinary ceasing time being later than 5.30 pm the Director of Sydney Institute shall give the employee at least 24 hours prior notice of such later ceasing time. Work performed after 5.30 pm shall attract overtime in accordance with the provisions of clause 9, Overtime of this award.
- (e) An employee who is required to work on their rostered day off shall be entitled to an alternative rostered day to be taken within a period of three months.
- (f) Rostered days may be accumulated during semesters and taken in the vacation next occurring.

- (g) Where an employee's rostered day off falls on a public holiday, to which the employee is normally entitled as a day off without loss of pay, the employee shall within three months of the date of that public holiday, be given an alternative day in lieu of the day off which falls on the public holiday.
- (h) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (i) An employee who has not worked, or is not regarded by reason of subclause (e) as having worked, a complete four-week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction day worked) or regarded as having been worked in such cycle payable for the rostered day off or, in the termination of employment, on termination.
- (j) The Director of Sydney Institute shall give employee's covered by the terms of this award 48 hours notice of any decision to change a pre-specified rostered day.
- (k) Subject to clause 1 the Director of Sydney Institute may require an employee to work reasonable overtime at overtime rates.
- (l) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (m) For the purposes of clause 1 what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Director of Sydney Institute of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

7. Leave

- (a) Annual Recreation Leave - All employees, other than casual employees, will be entitled to a minimum of 20 days recreation leave or pro-rata where employed for periods of less than the equivalent full-time.
- (b) Annual Leave Loading - All employees, other than casual employees, shall be paid a loading of 17.5 per cent of their salary for each week of the four weeks minimum annual leave as provided for in subclause (a) of this clause for each 12 months of service, or pro-rata on the basis of the employees ordinary hours of work.
- (c) Sick Leave
 - (i) All full-time employees shall be entitled to 15 days per annum with the unused component of the annual entitlement being fully cumulative.
 - (ii) All part time or temporary employees sick leave entitlement shall be in that proportion of 15 days which their appointment bears to the proportion of the year that they work.
- (d) Extended Leave
 - (i) All printing support officers shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of service and a further 11 working days for each completed year of service after ten years.

(e) Family and Community Services Leave

- (i) The Director of Sydney Institute may grant all printing support officers, family and community services leave:
 - (1) for reasons related to family responsibilities;
 - (2) for the performance of community service; or
 - (3) in cases of pressing necessity.
- (ii) The maximum amount of family and community service leave on full pay which may be granted is whichever is the greater of:
 - (1) Two and one half working days during the first year of service and five working days in any period of two years after the first year of service; or
 - (2) One working day for each year of service after two years of continuous service, less any period of family and community service leave already taken.
- (iii) The Director of Sydney Institute may grant employee's up to a maximum of five days family and community service leave without pay in any year if the entitlement of paid family and community service leave has been used. The amount of such leave granted in any one year is to be reduced by the amount of any paid family and community service leave already taken in that period.
- (iv) Family and community services leave could be used for the following situations:
 - (1) the illness of a relative;
 - (2) where a child carer is unable to look after their charge;
 - (3) to arrange or attend a funeral of a relative;
 - (4) adverse weather conditions which prevent attendance or threaten life or property;
 - (5) to accompany a relative to a medical appointment where there is no element of emergency;
 - (6) parent and teacher meetings;
 - (7) education week activities; and
 - (8) to care for an elderly relative.
- (v) The Director of Sydney Institute may also grant family and community service leave for matter such as:
 - (1) attending to accommodation;
 - (2) citizenship;
 - (3) motor vehicle accidents on the way to work;
 - (4) representing Australia or the State in amateur sport other than in the Olympic games or the Commonwealth Games; and

- (5) office holders in local government (other than as Mayor) for attendance at meetings, conferences or other associated duties.
- (vi) Employee's are not to be granted family and community service leave for attendance at court to answer a criminal charge, except with the approval of the Director of Sydney Institute.

8. Personal/Carer's Leave

(a) Use of Sick Leave

- (i) Any employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 8 (iii) (b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current sick leave entitlement or sick leave accrued in the previous three years, as provided for in clause 7 (c), of this award for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a 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 stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (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 section:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.
 - (iv) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give notice of absence, the employee shall notify the

employer by telephone of such absence at the first opportunity on the day of absence.

(b) Unpaid Leave for Family Purpose

- (i) An employee may elect, with the consent of the employer to take unpaid leave or the purpose of providing care and support to a member of a class of person set out in section (b) of subparagraph (iii) of subclause (a) above, who is ill.

(c) Annual Leave

- (i) An employee may elect, with the consent of the employer and subject to the *Annual Holidays Act* 1944, to take annual leave for personal/carers leave purposes not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

(d) Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the Director of Sydney Institute, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with clause 8 (d) (i) above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (iv) Where no election is made in accordance with clause 8 (d) (i) above, the employee shall be paid overtime rates in accordance with this award.

(e) Make - Up time

- (i) To care for an ill family member, an employee may, with the employers consent, elect to work make-up time. This means the employee takes time off during ordinary hours and works those hours at a later time, but during the spread of ordinary hours and at the ordinary rate of pay.

(f) Rostered Days Off

- (i) An employee may elect, with the consent of the employer, to take an accrued rostered day off for personal/carers leave purposes at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

(g) Bereavement Leave

- (i) An employee other than a casual employee shall be entitled up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed for the purposes of Personal Carers Leave in subclause 8 (a) (iii) (b).

- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in subclause 8 (a) (iii) (b), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (a), (b), (c), (d), (e) and (f) of this clause. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

9. Overtime

- (a) For all work required to be performed in excess of 8 hours on any one day the rates of pay shall be time and a half for the first two hours and double time thereafter.
- (b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day without having had ten consecutive hours off duty shall be paid at double rates until released from duty for such period and shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. Duties of Employees

- (a) The Managing-Director, their delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- (b) The Managing-Director, their delegate, nominee or representative may direct an employee to carry out such duties and use such tools, materials and equipment as may be required provided that the employee has been properly trained in the use of such tools, materials and equipment.
- (c) Any directions issued by the Managing-Director, their delegate, nominee or representative pursuant to sub-clauses (a) and (b) shall be consistent with the Managing-Director's responsibility to provide a safe and healthy working environment.

11. Training

- (a) If management perceives that there is a need for Printing Support Officers to increase their skills the appropriate training will be provided.

12. Redundancy

The Department's Procedures for Managing Potentially Displaced, Displaced and Excess Permanent Employees and Displaced Long Term Temporary Employees, as varied from time to time, shall apply to persons employed under this award.

13. Dispute Resolution Procedure

- (a) Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures shall apply:

- (i) Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Union workplace representative shall raise the matter with the Deputy Director of Sydney Institute or other officer nominated by the Director of Sydney Institute as soon as practicable.
 - (ii) The Deputy Director of Sydney Institute or other officer nominated by the Director of Sydney Institute shall discuss the matter with the employee and or the Union workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - (iii) Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Union may raise the matter with an appropriate officer of the Department or TAFE at the institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
 - (iv) Where the procedures in paragraph (iii) do not lead to resolution of the dispute, the matter shall be referred to the General Manager, Industrial Relations and Employment Services of the Department and the General Secretary of the Union. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- (b) Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

14. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. Area, Incidence and Duration

- 15.1 This award shall apply to all printing support officers employed at the Graphic Arts Section, Sydney Institute in the New South Wales Technical and Further Education Commission. This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the New South Wales TAFE Commission (Graphic Arts Section, Sydney Institute of Technology) Wages and Conditions Award published on 7 September 2001 (327 IG 660), as varied.

- 15.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 28 April (310 IG 359) take effect on and from 2 July 2004. The award remains in force until varied or rescinded, the period of which it was made having already expired.
- 15.3 To the extent that this award replaces, deals with the same subject matter or modifies TAFE NSW policy, the provisions of this award will prevail.

PART B

MONETARY RATES

Table 1 - Weekly Rates of Pay

Clause 4 - Rates of Pay	From 1.1.01	From 1.1.02	From 1.1.03	From 1.7.03
Printing Support Officer				
Level 1	655.20	674.90	701.90	737.00
Level 2	711.10	732.40	761.70	799.80
Level 3	886.80	913.40	949.90	997.40
Level 4	997.80	1027.70	1068.80	1122.20
Printing Computer Support Officer	886.80	913.40	949.90	997.40

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1587)

SERIAL C3049

CROWN EMPLOYEES (SHERIFF'S OFFICERS) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1839 of 2004)

Before The Honourable Mr Deputy President Harrison

30 July 2004

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

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Salary
5.	Crown Employees (Public Service Conditions of Employment 2002) Award to Apply
6.	Meal Allowance For Staff Who Are Required to Travel
7.	Uniforms Laundering and Grooming
8.	Vehicle Maintenance
9.	Skill Development, Training and Promotion
10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Work Practice Reform
13.	Area, Incidence and Duration

PART B**MONETARY RATES**Table 1 - Wages Rates
Table 2 - Meal Allowance**2. Title**

This Award shall be known as the Crown Employees (Sheriff's Officers) Award 2004.

3. Definitions

"Act" means the NSW *Industrial Relations Act* 1996 and its Regulations.

"Department" means the Attorney General's Department.

"Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

"Industrial Authority" means the Public Employment Office constituted under the *Public Sector Employment and Management Act* 2002.

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act* 2002, and who as at the operative date of this award were occupying one of the positions covered by this Award or who, after that date, are appointed to one of such positions.

4. Salary

The weekly wage payable to weekly employees shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.

The rates in Table 1 shall take effect from the first full pay period to commence on or after the making of this Award.

5. Crown Employees (Public Service Conditions of Employment 2002) Award to Apply

The provisions of the Crown Employees (Public Service Conditions of Employment 2002) Award apply to this award except Clause 28 - Meal Expenses on One Day Journeys, Clause 48 - Uniforms Protective Clothing and Their Maintenance and Clause 49 - Payment of Laundry Allowance.

6. Meal Allowance for Staff Who Are Required to Travel

- (i) For the purposes of this clause "region" means the sheriff's office region to which an officer is from time to time attached.
- (ii) A staff member who is required to travel to perform duty outside the officer's region and who is not required to obtain overnight accommodation at a place other than the staff member's residence shall be paid the following allowances as set out in Table 2 of Part B Monetary Rates for:
 - (a) breakfast when required to commence travel at or before 6.00am and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30pm; and
 - (c) lunch when unable to take lunch within the officer's region and, as a result, incurs additional expense for lunch. In such instances, the staff member shall be paid the amount equivalent to the additional expense or the allowance specified for lunch in Table 2 of Part B Monetary Rates, whichever is the lesser.

7. Uniforms, Laundering and Grooming

The uniform requirements of Sheriff's officers are determined by the Sheriff. Officers who are required to wear complete uniform in accordance with those determinations are responsible at their own cost for the care and laundering of all uniform items provided to them. Officers are required to be personally well-groomed, neat and tidy at all times when on duty.

8. Vehicle Maintenance

Sheriff's officers are responsible for the care, maintenance and cleaning of official vehicles and suitable equipment and materials are to be supplied for those purposes.

9. Skill Development, Training and Promotion

To be eligible to be appointed to any promotional positions an officer will be required to satisfactorily complete the minimum training courses determined by the Sheriff from time to time to become eligible to apply for promotion on a competitive merit basis.

The Sheriff may from time to time prescribe those courses to be satisfactorily completed by all applicants at each promotional rank, and the frequency of continuing refresher training. Without limiting the foregoing a course or courses may be prescribed in the areas of:

- (i) ethical practice skills;
- (ii) client service skills;
- (iii) tactical and self defence competencies;
- (iv) conflict management and resolution;
- (v) information technology skills;
- (vi) operational management;
- (vii) leadership and management.

10. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (ii) An staff member is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate
- (iv) The immediate supervisor shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate supervisor, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Public Employment Office for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- (viii) An staff member, at any stage, may request to be represented their union.
- (ix) The staff member, or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The employee, Association, department and PEO shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses i to xi of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

11. Anti-Discrimination

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

12. Work Practice Reform

The parties are to work diligently, cooperatively and in good faith to achieve ongoing work practice reforms to improve the efficiency and effectiveness of Sheriff's Office operations.

13. Area Incidence and Duration

- (i) This award will apply to Sheriff's Officers of the Attorney General's Department.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (Sheriff's Officers) Award published on 14 September 2001 (327 I.G. 899) and all variations thereof.

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 22nd June 2004.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Wage Rates - Sheriff's Officers

Position	Salary \$
Chief Inspector	
Year 2	57,656
Year 1	56,013
Inspector	
Year 2	53,901
Year 1	52,252
Sergeant	
Year 4	48,468
Year 3	47,023
Year 2	45,598
Year 1	44,265
Sheriff's officer	
Year 4	43,044
Year 3	41,895
Year 2	40,759
Year 1	39,594
Probationary Sheriffs officer	36,190

Table 2 - Meal Allowance

Capital cities and the following country centres:

Broken Hill
Newcastle
Wagga Wagga
Wollongong

Breakfast	\$17.70
Lunch	\$19.75
Dinner	\$34.05

All other NSW Country Centres

Breakfast	\$15.75
Lunch	\$18.05
Dinner	\$31.15

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(946)

SERIAL C3100

**PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES
INDUSTRIAL AND ASSOCIATED OFFICERS (STATE) SICK LEAVE
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1832 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

REVIEWED AWARD

Clause No.	Subject Matter
1.	Definitions
2.	Sick leave
3.	State Personal/Carer's Leave Case - August 1996
4.	Bereavement Leave
5.	Deduction of Union Membership Fees
6.	Anti-Discrimination
7.	Dispute Settlement
8.	Area, Incidence and Duration

1. Definitions

- (1) "Officer" shall mean a person employed by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales as Principal Industrial Officer, Senior Industrial Officer, Industrial Officer, Organiser, Women's Industrial Officer, Regional Organiser, Senior Communications Officer, Information Officer and Welfare Officer.
- (2) "Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (3) "Union" shall mean the Industrial Staff Union.

2. Sick Leave

- (1) All officers employed on a full-time basis are entitled to fifteen working days paid sick leave per calendar year.
- (2) Sick leave on full pay accrues at the beginning of the calendar year, but if an officer is appointed during a calendar year, sick leave on full pay accrues on the date the officer commences duty at the rate of 1-1/4 days for each complete month before the next 1 January.

- (3) Sick leave without pay shall not be counted as service for the accrual of sick leave.
- (4) For the purposes of determining the amount of sick leave accrued where sick leave is granted on less than full pay, the amount of sick leave granted shall be converted to its full pay equivalent.
- (5) If an officer who is on recreation leave or extended leave furnishes to the Association a satisfactory medical certificate in respect of illness occurring during that leave, the Association may, subject to the provisions of this clause relating to sick leave, grant sick leave to the officer for the following period:
 - (a) in the case of an officer on recreation leave - the period set out in the medical certificate;
 - (b) in the case of an officer on extended leave - the period set out in the medical certificate, except if that period is less than seven calendar days.
- (6) Subclause (5) of this clause applies to all officers other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

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

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

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

4. Bereavement Leave

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

5. Deduction of Union Membership Fees

- (1) The union shall provide the Association with a schedule setting out union weekly membership fees payable by members of the union in accordance with the union's rules.
- (2) The union shall advise the Association of any change to the amount of weekly membership fees made under its rules. Any variation to the schedule of union weekly membership fees payable shall be provided to the Association at least one month in advance of the variation taking effect.
- (3) Subject to subclauses (1) and (2) of this clause, the Association shall deduct union weekly membership fees from the pay of any officer who is a member of the union in accordance with the union's rules, provided that the officer has authorised the Association to make such deductions.
- (4) Monies so deducted from the officer's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to officers' union membership accounts.
- (5) Unless other arrangements are agreed to by the Association and the Union, all union membership fees shall be deducted on a weekly basis.
- (6) Where an officer has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deduction to continue.

6. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

Notes -

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

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

7. Dispute Settlement

There shall be effective means of consultation both informal and formal between the Association and the Union at various levels on all matters of mutual interest and concern, irrespective of whether or not these matters are likely to give rise to a dispute.

Failure to observe this fundamental principle of consultation would be contrary to the intention of these procedures.

- (a) Where a dispute arises in a particular job location which cannot be resolved between the officer or their representative and the supervising staff, it shall be referred to the Association's General Secretary or other officer nominated, who will then arrange for the matter to be discussed with the Union.
- (b) If the matter remains unresolved, it should be referred to the NSW Industrial Relations Commission pursuant to the relevant section of the *Industrial Relations Act 1996*.
- (c) Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied.
- (d) The Union reserves the right to vary this procedure where a safety factor is involved.

8. Area, Incidence and Duration

- (1) This award shall apply to all officers as defined in clause 1, Definitions.
- (2) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Public Service Association of New South Wales Industrial and Associated Officers (State) Sick Leave Award published 8 April 1994 (279 I.G. 1) and all variations thereof.

- (3) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 22 June 2004.

- (4) The award remains in force until varied or rescinded, the period for which it was made having already expired.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1295)

C2924**CROWN EMPLOYEES (SENIOR OFFICERS SALARIES 2004) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1840 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

REVIEWED AWARD**PART A****Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements
5.	Salary Sacrifice to Superannuation
6.	Dispute Settling Procedure
7.	Savings of Rights
8.	Anti-Discrimination
9.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Salaries

1. Title

This Award shall be known as the Crown Employees (Senior Officers Salaries 2004) Award.

2. Definitions

"Act" shall mean the *Public Sector Employment and Management Act* 2002.

"Award" shall mean this Crown Employees (Senior Officers Salaries 2004) Award.

"Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, or other appropriate Acts, and who, as at the operative date of this Award were occupying one of the positions covered by this Award or who, after that date, are appointed to or employed in one such position.

"Public Employment Office" or "PEO" means the Public Employment Office established under Division 2A of the *Public Sector Employment and Management Act 2002*.

3. Salaries

- (i) All officers will be paid in accordance with the salary structure as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Pay movements within each grade will be incremental (12 months) subject to satisfactory conduct and service.
- (iii) There is to be no broadbanding of grades.

4. Salary Packaging Arrangements

- (i) By mutual agreement with the PEO, an officer may, from time to time, elect to receive:
 - (a) a benefit or benefits selected from those approved from time to time by the PEO; and
 - (b) a salary equal to the difference between the salary prescribed for the officer by Clause 3, Salaries, of this Award, and the amount specified by the PEO from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- (ii) The agreement shall be recorded in writing and shall be known as a Salary Packaging Agreement.
- (iii) A Salary Packaging Agreement shall be for a period of up to twenty four months, unless a different period is mutually agreed between the officer and the PEO at the time of signing the Salary Packaging Agreement.
- (iv) The PEO may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- (v) The PEO will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.

5. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed by Clause 3, Salaries, of this Award, an employee may elect, subject to the agreement of Treasury, to sacrifice a portion of the salary payable under the said Clause 3 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed, together with any other salary packaging arrangement under clause 4 of this Award, must not exceed fifty (50) per cent of the salary payable under clause 3 or fifty (50) per cent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 3 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992*, as optional employer contributions; or
 - (b) subject to the Department's or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee elects to salary sacrifice in terms of subclause (iii) above, the Department or agency will pay the sacrificed amount to the relevant superannuation fund.
- (v) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*,
- the employee's Department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- (vi) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (iv) above, the Department or agency will continue to base contributions to that fund on the salary payable under Clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

6. Dispute Settling Procedure

All disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.

- (i) An officer is required to notify (in writing or otherwise) their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.

- (ii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the appropriate Department Head or Delegate.
 - (i) The immediate manager shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
 - (ii) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Department head.
 - (iii) The Department head may refer the matter to the PEO for consideration.
 - (iv) In the event that the matter remains unresolved, the Department head shall provide a written response to the member of staff and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter
 - (v) An officer, at any stage, may request to be represented by an Association representative.
 - (vi) The officer, or the Association on their behalf, or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
 - (vii) The officer, Association, Department and PEO shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
 - (viii) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any officer or member of the public.

7. Savings of Rights

- (i) At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (ii) Should there be a variation to the and Crown Employees (Public Sector - Salaries January, 2002) Award or an Award replacing that Award, Senior Officers will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

8. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

9. Area, Incidence and Duration

- (a) This award shall apply to all Senior Officers of the New South Wales Public Service.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Senior Officers Salaries 1997) Award published 14 September 2001 (327 I.G. 904) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 22 June 2004.

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

PART B
MONETARY RATES

Table 1 - Salaries

Senior Officer Classification

Classifications and Grades	First pay period to commence on or after 1/1/02 \$ per annum	First pay period to commence on or after 1/1/03 \$ per annum	First pay period to commence on or after 1/7/03 \$ per annum
Grade 1			
Year 1	92,776	96,487	101,311
Year 2	99,968	103,967	109,165
Grade 2			
Year 1	101,660	105,726	111,012
Year 2	108,827	113,180	118,839
Grade 3			
Year 1	112,469	116,968	122,816
Year 2	123,458	128,396	134,816

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1744)

SERIAL C3005

**BLUESCOPE STEEL (AIS) PTY LTD - PORT KEMBLA STEELWORKS
EMPLOYEES AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by BlueScope Steel (AIS) Pty Ltd and another of a dispute with The Australian Workers' Union, New South Wales and others re negotiations for a new enterprise agreement.

(No. IRC 400 & 2167 of 2004)

The Honourable Justice Walton, Vice-President
Mr Deputy President Sams
Mr Deputy President Grayson
Commissioner O'Neill

4 August 2004

AWARD**PART A****GENERAL CONDITIONS****DIVISION 1 - APPLICATION AND OPERATION OF AWARD****1. Award Title**

This award is entitled BlueScope Steel (AIS) Pty Ltd - Port Kembla Steelworks Employees Award 2004.

2. Arrangement

PART A - GENERAL CONDITIONS

DIVISION 1 - APPLICATION AND OPERATION OF AWARD

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

DIVISION 2 - RATES OF PAY AND RELATED MATTERS

6.	Rates of Pay
7.	Superannuation

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

DIVISION 3 - HOURS OF WORK

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

DIVISION 4 - SHIFT WORK AND OVERTIME

15. Shift Work Allowances for Shift Workers
16. Saturday Rates for Shift Workers
17. Shift Workers whose Ordinary Working Period includes Sundays and Public Holidays as Ordinary Working Days
18. Sunday and Public Holiday Rates
19. Night Work for Day Workers and Day Shift Workers
20. Transfer of Day Workers from Day Work to Shift Work
21. Transfer of Shift Workers
22. Overtime

DIVISION 5 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

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

DIVISION 6 - EMPLOYMENT RELATIONSHIP

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

DIVISION 7 - MISCELLANEOUS

39. Delegates

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

PART B - AGREEMENTS

DIVISION 1 - GENERAL AGREEMENTS

- 43. Payment for Training
- 44. Lump Sum Payment Scheme

DIVISION 2 - WORK REDESIGN AGREEMENTS

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

PART C - MONETARY RATES - RESTRUCTURED CLASSIFICATIONS

- Table 1 - Restructured Ironworker Rates of Pay
- Table 2 - Graded Trades Rates of Pay
- Table 3 - Apprentices
- Table 4 - Annualised Salary Rates of Pay
- Table 5 - Unanderra Coil Processing
- Table 6 - Port Kembla Road Transport Facility
- Table 7 - Other Rates and Allowances

PART D - APPENDIX - UNRESTRUCTURED CLASSIFICATIONS

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

PART E - SCHEDULES

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

3. Area, Incidence and Duration

- 3.1 Awards Rescinded and Replaced - This award rescinds and replaces the BHP Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2000 published 23 March 2001 (323 I.G. 245), as varied, and the BlueScope Steel Port Kembla Operations Interim Award 2004 published 11 June 2004 (344 I.G. 826).
- 3.2 Application - This award applies to all employees (including apprentices within clause 41, Apprentices) of BlueScope Steel (AIS) Pty Ltd except:
 - 3.2.1 clerical staff;
 - 3.2.2 salaried staff other than:
 - (a) employees in the classes covered by clause 6, Rates of Pay;

- (b) employees subject to federal awards.
- 3.3 Shipping - Despite any other provision in this award, the following provisions apply to a stevedoring employee (as defined in the enterprise agreement referred to in 3.3.1) for the actual time he or she are employed as a stevedoring employee:
- 3.3.1 The employee will be remunerated in accordance with the Port Kembla Product Berth Enterprise Development Agreement 2002 and Port Kembla Bulk Operations Enterprise Agreement 2002 or any agreement or award varying or replacing those instruments.
 - 3.3.2 This remuneration is in lieu of any monetary entitlements under the following provisions of this award:
 - (a) clause 6, Rates of Pay;
 - (b) clause 15, Shift Work Allowances for Shift Workers;
 - (c) clause 16, Saturday Rates for Shift Workers;
 - (d) clause 18, Sunday and Public Holiday Rates;
 - (e) clause 19, Night Work for Day Workers and Day Shift Workers;
 - (f) clause 22, Overtime (other than paragraphs 22.3.2, Minimum Payment and 22.3.6, Spoilt Meal);
 - (g) clause 23, Public Holidays;
 - (h) clause C - Mixed Functions, in Part D - Appendix - Unrestructured Classifications.
- 3.4 Parties to this Award - The parties to this Award are:
- 3.4.1 BlueScope Steel (AIS) Pty Ltd at Port Kembla;
 - 3.4.2 The Australian Workers' Union, New South Wales;
 - 3.4.3 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;
 - 3.4.4 Electrical Trades Union of Australia, New South Wales Branch; and
 - 3.4.5 Construction, Forestry, Mining & Energy Union (New South Wales Branch).
- 3.5 Effective Date - This award takes effect on and from the first pay period beginning on or after 18 March 2004 and remains in force for a period of 3 years (the nominal term).

4. Definitions

In this award the following definitions apply:

- 4.1 "Day Workers" are employees excluding Shift Workers, but including employees on night work within clause 19, Night Work for Day Workers and Day Shift Workers.
- 4.2 "Shift Workers" are employees working on a two or three shift system, or a one shift system whose ordinary hours includes weekend shifts. For Shift Workers, each day, including Sunday and Public Holidays, is considered as being the day on which the majority of the shift falls.

- 4.3 "Monday to Saturday Shift Workers" means Shift Workers whose ordinary working hours are between Monday to Saturday.
- 4.4 "Annual Leave Rate of Pay" means:
- 4.4.1 In the case of:
- (a) annual leave under clause 26, Annual Leave, and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, taken by an employee immediately before or after leave under the *Annual Holidays Act 1944*;
 - (b) payment in respect of annual leave or days added to the period of annual leave being made to employees under clauses 26 and 27, upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act 1944* in respect of such termination,
- the ordinary pay of the employees calculated in accordance with the *Annual Holidays Act 1944* for the leave taken or payments made under that Act.
- 4.4.2 In the case of annual leave under clause 26, and days added to the period of annual leave under clause 27, being taken otherwise than immediately before or after leave under the *Annual Holidays Act 1944*, the ordinary pay of the employees calculated in accordance with the *Annual Holidays Act 1944*, as if such leave had been taken under the Act.
- 4.5 "Company" means BlueScope Steel (AIS) Pty Ltd.

5. No Extra Claims

- 5.1 General - It is a term of this award that the unions (with whom this award is made) undertake, for the period until 18 March 2007 not to raise any further claims, award or overaward, including claims arising from national or state wage cases. There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.
- 5.2 Leave Reserved - Leave is reserved to apply in respect of:
- (a) hours of work;
 - (b) the addition of annualised salary agreements to Division 2 - Work Redesign Agreements of Part B - Agreements; and
 - (c) Trade Union Training Leave

DIVISION 2 - RATES OF PAY AND RELATED MATTERS

6. Rates of Pay

- 6.1 Rates of Pay - The minimum rates of pay for any classification, subject to the other provisions, are set out in Table 1 - Restructured Ironworker Rates of Pay, Table 2 - Graded Trades Rates of Pay, Table 3 - Apprentices, Table 4 - Annualised Salary Rates of Pay, Table 5 - Unanderra Coil Processing and Table 6 - Port Kembla Road Transport Facility of Part C - Monetary Rates - Restructured Classifications, and Part D - Appendix - Unrestructured Classifications. These rates are inclusive of the adult basic wage of \$121.40.
- 6.2 Restructured Rates of Pay - The classifications appearing in Part C - Monetary Rates - Restructured Classifications, are new classifications which have been established as a result of restructuring processes carried out in the departments and sections of Port Kembla Steelworks in which the new classifications appear. These new classifications replace and supersede previous classifications for which rates of pay are provided in Part D - Appendix - Unrestructured Classifications.

- 6.3 Mixed Functions - Clause C, Mixed Functions, appearing in Part D - Appendix - Unrestructured Classifications has no application in relation to employees employed in classifications appearing in Part C - Monetary Rates - Restructured Classifications.
- 6.4 Leading Hands - Clause B, Leading Hands, appearing in Part D - Appendix - Unrestructured Classifications, has no application in relation to employees employed in classifications appearing in Part C - Monetary Rates - Restructured Classifications.
- 6.5 Retention of Rate - Clause 11, Retention of Rate, has no application to the classifications appearing in Table 2 - Graded Trades Rates of Pay of Part C - Monetary Rates - Restructured Classifications.
- 6.6 Ordinary Rate - In addition to the award rate of pay prescribed for the purpose of subclause 6.1, an employee will be paid the applicable over award or bonus for the employee's classification to make up the employee's ordinary or weekly rate of pay.
- 6.7 The base rates of pay and allowances provided for in Parts C and D of this award will be increased by:
- 4.5% effective from the first full pay period on or after 18 March 2005; and
- a further 4.5% effective from the first full pay period on or after 18 March 2006,
- with the exception of the overtime meal allowance.

7. Superannuation

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

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

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

8. Special Rates (All Purpose)

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

8.1 Mechanical and Electrical Tradespersons and Maintenance Non-Trades Employees:

- 8.1.1 Large Power Houses - Employees employed in large operating power houses (meaning power houses developing more than 8,000 kilowatts) will be paid per 38-hour week an additional allowance as set out in Item 1 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. The amounts as set out in Item 1 are considered as including all rates prescribed in clause 9, Disability Rates. This allowance will continue to be payable to tradespersons attached to the staff of such power houses whilst carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation. This subclause will not apply to control room operators.

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

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

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

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

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

9. Disability Rates

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

9.1 General

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

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

9.1.2 Hot Work - Hot work is done in places where the temperature raised by artificial means is above 49 degrees Celsius. Employees whilst so engaged on work, as specified below, will receive an additional amount per hour as set out in Item 6 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications:

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

- 9.1.3 Wet Work - Employees working in any place where his or her clothing or boots become saturated, whether by water, oil or otherwise, will be paid an amount per hour extra as set out in Item 7 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. This rate is not payable to an employee who is provided by the Company with protective clothing and/or footwear. Any employee who becomes entitled to this extra rate is to be paid such extra rate for such part of the day or shift as he or she is required to work in wet clothing or boots.
- 9.1.4 Dirty Work - Mechanical and electrical tradespersons and maintenance non-trades employees engaged in work other than ship repair work which a supervisor and employee agree is of an unusually dirty or offensive nature will be paid per hour extra as set out in Item 8 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications:
- (a) Mechanical and maintenance non-trades employees engaged in Ship repair work which a foreperson and employee agree is of an unusually dirty or offensive nature will be paid for at an amount per hour extra as set out in Item 8;
 - (b) In the case of disagreement between the supervisor and employee, the dispute settling procedure prescribed in clause 36, will be followed.
- 9.1.5 Restrictive Spaces - Mechanical and electrical tradespersons and maintenance non-trade employees working in restrictive spaces (as defined) will be paid per hour extra as set out in Item 9 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.
- (a) For the purpose of this clause, "restrictive space" means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or cramped position or without proper ventilation and, subject thereto, includes such space:
 - (i) in the case of a ship - inside complete tanks, chain lockers and peaks, in bilges, under engine beds, under engine rooms and stoke-hold floors or under or inside boilers;
 - (ii) in the other cases - inside boilers, steam drums, mud drums, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economisers.
- 9.1.6 High Places - Electrical and Mechanical tradespersons and maintenance non-trades other than riggers and splicers, employees working in any building or structure in a bosun's chair or swinging scaffold, or engaged in the construction, erection, repair and/or maintenance of ships, steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above the nearest horizontal plain will be paid an amount per hour extra as set out in Item 10 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.
- 9.1.7 Oil Tanks - Mechanical tradespersons and maintenance non-trades employees working on repairs in oil tanks will be paid per hour extra as set out in Item 11 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. Any employee so engaged for more than half of one day or shift will be paid the prescribed allowance for the whole of the day or shift.
- 9.1.8 Explosive-Powered Tools - Employees required to use explosive-powered tools will be paid per hour extra the amount as set out in Item 12 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, with a minimum payment as set out in this award (subject to the minimum payments set out in Item 12).

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

9.2 Electrical Tradespersons

9.2.1 Toxic Substances

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

9.3 Bricklayers and Labourers

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

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

Height is measured from the nearest horizontal plane.

9.3.2 Bricklayers and labourers assisting bricklayers when working in boiler chambers at the power house will be paid an amount per hour in addition to his or her ordinary rate as set out in Item 17 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.3.3 Bricklayers and labourers assisting bricklayers, when working inside stacks and flues, on brick linings, which when bricked have a diameter of 900 mm or under, will be paid by way of a clothing allowance an additional amount per shift or part thereof as set out in Item 18 of Table 7

- Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. When this work is with the approval of the Company shared by arrangement between the employees themselves, each such employee will be paid a clothing allowance at the rate per shift for the time he is so employed as set out in Item 18 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.4 Other Employees

9.4.1 Applying obnoxious substances -

- (a) a tradesperson painter or brush hand engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature will be paid an amount per hour extra as set out in Item 19 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (b) in addition, tradesperson painters or brush hands applying such material in buildings which are normally air conditioned will be paid an amount extra per hour for any time worked when the air conditioning plant is not operating as set out in Item 20 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (c) where there is an absence of adequate natural ventilation, the employer will provide ventilation by artificial means and/or supply an approved type of respirator and, in addition, protective clothing will be supplied where recommended by the appropriate Government authority;
- (d) tradesperson painters or brush hands working in close proximity to tradesmen painters or brush hands so engaged will be paid an amount per hour extra as set out in Item 21 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;
- (e) for the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system will be deemed to be materials of a like nature;
- (f) this clause does not apply to employees who are paid rates fixed by federal awards or to electrical tradespersons or linespersons.

9.4.2 Spray Painting - A tradesperson painter engaged on all spray painting carried out in other than a properly constructed booth, approved by the appropriate Government authority, will be paid an amount per hour extra as set out in Item 22 of Table 7 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.5 Rates Not Subject to Penalty Additions - The disability rates prescribed in this clause will be paid irrespective of the times at which the work is performed and are not be subject to any premium or penalty additions.

9.6 Special Rates Not Cumulative - Where an employee is entitled to more than one of the extra rates for disabilities which exist on the same job, the employer is bound to pay only the highest rate. This subclause does not apply to subclauses, 9.1.4, Dirty Work, 9.1.6, High Places, 9.1.1, Hot Places or, 9.1.3, Wet Work, the rates for which are cumulative.

9.7 Tools

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

application in relation to employees employed in tradesperson classifications appearing in Table 2 - Graded Trades Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

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

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

10. Maximum Payment

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

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

11. Retention of Rate

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

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

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

11.1.2 Market Change - An employee who is appointed on or after 29 May 2001 to a classification which receives a lower total rate of pay than the classification held

immediately prior to the appointment, due to the market changes affecting the Company's operations is subject to the following arrangements:

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

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

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

11.2 Retention of Rate - Appointments Prior to 29 May 2001

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

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

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

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

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

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

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

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

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

11.3 Agreement to Buy-out

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

11.4 Definition of Award Rate of Pay

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

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

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

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

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

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

12. Time and Payment of Wages

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

DIVISION 3 - HOURS OF WORK

13. Hours of Duty

- 13.1 Full-time Employees - Ordinary working hours will be an average of 38 hours per week over the full cycle of the relevant work roster. Ordinary working hours will not exceed:
 - 13.1.1 Eight hours during any consecutive 24 hours, or up to twelve hours during any consecutive 24 hours where there is agreement between the Company and the majority of employees concerned in the relevant work area; or
 - 13.1.2 152 in 28 consecutive days;

except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.
- 13.2 Day Workers -
 - 13.2.1 Ordinary working hours will be worked Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm each day.
 - 13.2.2 On each day worked, Monday to Friday, inclusive, not less than 30 minutes nor more than 45 minutes will be allowed to Day Workers for a meal and, except in the case of urgent breakdown work necessary to secure an immediate resumption of operations, will be allowed between the hours of 11.30 am and 1.20 pm.
- 13.3 Shift Workers -
 - 13.3.1 Twenty minutes will be allowed to Shift Workers each shift for crib which will be counted as time worked.

- 13.3.2 In the case of 12-hour shift systems, two 20-minute crib breaks will be taken approximately four hours apart. Each crib break will be taken in accordance with the needs of the operation and will be counted as time worked.

14. Employees Presenting Themselves for Work and Not Required

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

DIVISION 4 - SHIFT WORK AND OVERTIME

15. Shift Work Allowances for Shift Workers

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

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

Exceptions to this are that:

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

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

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

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

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

- (a) night shift, afternoon shift;

- (b) night shift only;
 - (c) afternoon shift only;
- will be paid the applicable amount per 38-hour week as set out in Item 26 of Table 7 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications.
- 15.1.4 Shift Workers who work any afternoon or night shift other than under the shift systems set out in paragraphs 15.1.1, 15.1.2 and 15.1.3 of this subclause, and are not paid in respect of any day shift worked, will be paid at the applicable amount per shift for each afternoon or night shift worked as set out in Item 27 of Table 7 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications.
- 15.1.5 Each shift allowance prescribed above is on a shift basis the rate being determined in each case by dividing the shift allowance prescribed by five.
- 15.2 In this clause "night shift" means any shift finishing after 12.00am and at or before 8.00am.
- 15.3 Despite any other provisions of this clause, or clause 16, Saturday Rates for Shift Workers, or clause 18, Sunday and Public Holiday Rates, or clause 19, Night Work for Day Workers and Day Shift Workers, or clause 22, Overtime.
- 15.3.1 Electrical fitters, electrical mechanics and assistants to electrical tradespersons who are regularly employed in the shipping department, will, while so working on shift work in that department, be paid in respect of ordinary time the following shift work allowances for the shifts specified below:
- (a) on day shifts Monday to Friday - nil;
 - (b) on afternoon shifts Monday to Friday - an amount equal to 50% of the award ordinary wage rate;
 - (c) on night shifts Monday to Friday - an amount equal to 100% of the award ordinary wage rate.
- 15.3.2 Such shift allowances will not be paid in respect of any shift for which weekend and public holiday penalty rates are payable or in respect of any overtime shift.
- 15.3.3 An employee working shift work on Saturdays, Sundays or public holidays, or working overtime, will be entitled to the following wage rates in addition to his or her ordinary wage rates:
- (a) Saturday work - 100%;
 - (b) Sunday work - 150%;
 - (c) public holiday work - 150%;
 - (d) overtime work on other than Sundays and public holidays - 100%;
 - (e) overtime work on Sundays and public holidays - 150%.
- 15.3.4 Any amount prescribed by this subclause will be calculated to the nearest 10 cents, any broken part of 10 cents in the result not exceeding 5 cents being disregarded.

16. Saturday Rates for Shift Workers

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

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

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

18. Sunday and Public Holiday Rates

18.1 An employee will be paid at the rate of:

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

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

19. Night Work for Day Workers and Day Shift Workers

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

- 19.1.1 a Day Worker who is required in lieu of ordinary day work; or
- 19.1.2 a Day Shift Worker who is required in lieu of a day shift on which he or she would ordinarily be rostered, to work at night for periods of not less than a full shift on less than five consecutive nights, or on less than four consecutive nights when the fifth night is his or her 38-hour week rostered off night, will be paid at the rate of time and one half of the ordinary rate of pay for the purpose of clause 6.1, Rates of Pay, or the corresponding clause of a federal award, except:
 - 19.1.3 on Saturdays, Sundays, 38-hour week rostered off days and holidays; and
 - 19.1.4 in respect of any night for which the employee has not been given at least 48 hours' notice,

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

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

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

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

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

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

21. Transfer of Shift Workers

- 21.1 A Shift Worker who is required to work on a shift he or she would not ordinarily be rostered will be paid at overtime rates for any such shift. This provision does not apply if:
- 21.1.1 the Shift Worker has been given at least 48 hours' notice of the requirement to transfer; or
 - 21.1.2 the Shift Worker is reverting to the shift on which he or she would ordinarily have been rostered.

22. Overtime

22.1 Day Workers - Day Workers for all time worked:

- 22.1.1 in excess of, or outside the ordinary working hours and time prescribed by this award; or
 - 22.1.2 in excess of five hours without a meal break (except in the case of urgent breakdown work necessary to secure an immediate resumption of operations),
- will be paid at a rate of time and one half for the first two hours and at the rate of double time after that.

22.2 Shift Workers - Shift Workers for all time worked:

- 22.2.1 in excess of the ordinary working shift hours prescribed by this award; or
- 22.2.2 on more than 11 shifts in 12 consecutive days; or
- 22.2.3 on a rostered shift off; or
- 22.2.4 in excess of five and one-half hours without a crib break, will be paid at the rate of time and one half for the first two hours and at the rate of double time after that.

This subclause will not apply when the time is worked:

- 22.2.5 by arrangement between the employees themselves; or
- 22.2.6 for the purpose of effecting the customary rotation of shifts.

22.3 General

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

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

22.3.2 Minimum Payment

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

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

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

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

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

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

(a) a suitable meal free of cost, and another meal for each subsequent meal break into which the work extends; or

(b) payment of a meal allowance as set out in Item 28 of Table 7, Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications.

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

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

(a) within a reasonable time transport the employee to:

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

DIVISION 5 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays

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

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

- 23.2 This provision for payment does not apply to:

- 23.2.1 an employee whose rostered shift falls on a public holiday (subject to the provisions of subclause 27.2 of clause 27, Days Added to the Period of Annual Leave or Long Service Leave;
- 23.2.2 an employee who is absent without leave, or reasonable excuse, on the working day before or after a public holiday.

24. Sick Leave

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

- 24.1.1 **Worker's Compensation** - An employee is not entitled to be paid for an absence of any period for which he or she is entitled to workers' compensation.
- 24.1.2 **Absence Notification** - An employee must inform the Company of his or her inability to attend work within 24 hours of the commencement of his or her absence. An employee should state the nature of the illness or incapacity and the estimated duration of his or her absence.
- 24.1.3 **Proof of Absence** - An employee must prove to the satisfaction of the Company or, in the event of a dispute, the Industrial Relations Commission of New South Wales that he or she is or was unable to attend for duty on the day or days for which payment under this clause is claimed on account of his or her illness or incapacity.

- 24.2 **Entitlements**

- 24.2.1 Calculation of Entitlements - An employee is entitled to sick pay for the number of ordinary working hours based on the years of his or her continued employment as follows:
- (a) an employee with less than 1 year's continued employment is entitled to 40 ordinary hours;
 - (b) an employee with one or more years' continued employment but less than 10 years' continued employment is entitled to 64 ordinary hours;
 - (c) an employee with ten or more years' continued employment is entitled to 80 ordinary hours;
 - (d) claimed leave will be deducted from the employee's accrued leave.
- 24.2.2 Accumulation of Entitlements - Unused sick leave will accumulate each year of continuous employment with the Company, whether under this or any other award. Accumulated sick leave may be used in subsequent years of continued employment subject to the conditions prescribed by this clause. The maximum period of accumulation is 16 years, from the end of the year in which he or she accrued.
- 24.2.3 Three Months Minimum Service - There is no entitlement to sick leave until an employee has completed 3 months' continuous service.
- 24.2.4 Continuous Service - For the purpose of this clause, continuous service is considered as not being broken by:
- (a) any absence from work on leave granted by the Company; or
 - (b) any absence from work due to personal illness, injury or other reasonable cause which the employee has provided sufficient proof.
- These absences will not be taken into account in computing the qualifying period of 3 months.

25. Personal/Carer's Leave

25.1 Use of Sick Leave

- 25.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 25.1.3(b), who needs the employee's care and support, is entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 24, Sick Leave, of this award for absences to provide care and support for such persons when he or she is ill. Such leave may be taken for part of a single day.
- 25.1.2 The employee will, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 25.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:

- (i) a spouse of the employee; or
- (ii) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purpose of this subparagraph:
 - (A) "relative" means a person related by blood, marriage or affinity;
 - (B) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (C) "household" means a family group living in the same domestic dwelling.

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

25.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 25.1.3(b) who is ill.

25.3 Annual Leave

25.3.1 An employee may elect with the consent of the Company, subject to the *Annual Holidays Act 1944*, take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

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

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

25.4 Time Off in Lieu of Payment for Overtime

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

- 25.4.2 Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.
- 25.4.3 If, having elected to take time as leave in accordance with 25.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination of employment.
- 25.4.4 Where no election is made in accordance with 25.4.1, the employee will be paid overtime rates in accordance with the award.
- 25.5 Make-up Time
- 25.5.1 An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 25.5.2 An employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 25.6 Rostered Days Off
- 25.6.1 An employee may elect, with the consent of the Company, to take a rostered day off at any time.
- 25.6.2 An employee may elect, with the consent of the Company, to take rostered days off in part day amounts.
- 25.6.3 An employee may elect, with the consent of the Company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon, at a time mutually agreed between the Company and employee, or subject to reasonable notice by the employee or the Company.
- 25.6.4 This subclause is subject to the Company informing each union which is both party to the award and which has members employed at the Works of its intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

26. Annual Leave

- 26.1 Day Workers and Monday to Saturday Shift Workers - For annual leave provisions see *Annual Holidays Act 1944*.
- 26.2 Shift Workers under clause 17, Shift Workers Whose Ordinary Working Period Includes Sundays and Public Holidays as Ordinary Working Days:
- 26.2.1 In addition to the annual holiday of 4 weeks provided by section 3 of the *Annual Holidays Act 1944* for a year of employment, seven-day Shift Workers under clause 17 are entitled to the additional leave specified below:
- (a) if an employee has worked as a seven-day Shift Worker for the full year he or she is entitled to one week's additional leave;
 - (b) subject to subparagraph 26.2.1(d), if an employee has worked as a seven-day Shift Worker for only a portion of the year, he or she is entitled to 1 additional day of leave for every 33 ordinary shifts worked as a seven-day Shift Worker;

- (c) subject to subparagraph 26.2.1(d) an employee will be paid for additional leave at the Annual Leave Rate of Pay, for the number of ordinary hours of work for which the employee would have been rostered for duty during the period of additional leave;
 - (d) where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only;
 - (e) in this clause, reference to one week and one day includes holidays and non-working days.
- 26.2.2 Where an employee's employment is terminated and he or she is therefore entitled under Section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual leave with respect to a period of employment, he or she is also entitled to an additional payment of 3 hours at the Annual Leave Rate of Pay for each 21 shifts of service as a seven-day Shift Worker which he or she worked during his or her period of employment.
- 26.3 Monday To Saturday Shift Workers Who Are Regularly Rostered For Duty On Saturdays As Ordinary Working Days - In addition to the annual holiday of 4 weeks provided by Section 3 of the *Annual Holidays Act 1944* for a year of employment, Monday to Saturday Shift Workers who are regularly rostered for duty on Saturdays as ordinary working days are entitled to the additional leave specified below:
- 26.3.1 For every 13 Saturdays upon which an employee worked an ordinary shift as a Monday to Saturday Shift Worker who is rostered for duty on Saturdays as ordinary working days, is entitled to 1 day additional leave for that year.
 - 26.3.2 Where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only.
 - 26.3.3 The additional entitlements under this subclause will apply only to leave which becomes fully due on or after 23 September 1980.
- 26.4 All employees - Annual Leave Loading
- 26.4.1 An employee will be paid a loading of 20%, for the period of his or her annual leave calculated on the less of:
 - (a) his or her ordinary pay pursuant to the *Annual Holidays Act 1944*, and where applicable, his or her Annual Leave Rate of Pay pursuant to this clause and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, or
 - (b) the sum of:
 - (i) the employee's award rate of pay for ordinary time at the commencement of his or her annual leave as prescribed for the purpose of clause 6, Rates of Pay, and
 - (ii) the employee's applicable bonus payable at the commencement of his or her annual leave; and
 - (c) provided that an employee who would have worked on shift work had he/she not been on annual leave will be paid whichever is the greater of:
 - (i) the loading; or

- (ii) the shift work allowances specified in clause 15, Shift Work Allowances for Shift Workers, and the weekend penalty rates specified in clause 16, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 18, Sunday and Public Holiday Rates, that would have been payable to the employee in respect of ordinary time during his or her period of annual leave had he or she not been on annual leave.

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

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

27.1 Seven-day Shift Workers - A seven-day Shift Worker under clause 17, whose working period includes Sundays and Holidays as ordinary working days is entitled to 1 added day of annual leave or long service leave, if a public holiday prescribed in clause 23, Public Holidays, falls within the period of leave.

27.2 Rostered Off Duty - An employee who is rostered off duty on a day which is a public holiday prescribed by this award and who is not required to work on that day will:

27.2.1 By mutual consent, be paid, in the pay for the period in which the public holiday falls, for the public holiday at the rate payable pursuant to subclause 23.1, Public Holidays, or

27.2.2 have 1 day added to his or her annual leave period

This subclause does not apply when the public holiday falls:

27.2.3 on a Saturday or Sunday, except in the case of employees employed as seven-day Shift Workers under clause 17; or

27.2.4 on a Sunday in the case of employees employed as Monday to Saturday Shift Workers who are regularly rostered for duty on Saturdays as ordinary working days.

27.3 Rate for Added Days - Any day or days added in the case of annual leave will be paid for at the Annual Leave Rate of Pay. Any day or days added in the case of long service leave will be paid at the long service leave rate of pay.

27.4 Discharging Added Days - Any day or days added in accordance with subclause 27.1 or 27.2, will be the working day or working days immediately following the period of annual leave to which the employees are entitled under clause 26, Annual Leave, or clause 28, Long Service Leave.

27.5 Definition of Working Days - For the purposes of subclause 27.4, "working days" will be:

27.5.1 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a Day Worker - any day of the week including a day on which employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a public holiday prescribed by this award.

27.5.2 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a Monday to Saturday Shift Worker - any day of the week other than a Sunday or a public holiday prescribed by this award including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave.

27.5.3 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a seven-day Shift Worker under clause 17, any day of the week

including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave.

- 27.6 Termination Payment - Where an employee's employment has been terminated and he or she becomes entitled, under Section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, he or she is also entitled to an additional payment for each day accrued to them under subclause 27.2 at the Annual Leave Rate of Pay.
- 27.7 Seven-day Shift Workers - An employee who is employed as a seven-day Shift Worker who:
- 27.7.1 has a day added to his or her annual leave pursuant to subclauses 27.1 and 27.2; and
- 27.7.2 such a day falls on a public holiday prescribed by clause 23, Public Holidays, on which the employee would have been rostered to work an ordinary shift were it not for his or her entitlement to an added day,
- will be paid for such day, in addition to his or her entitlement under subclause 27.3, at the rate prescribed by subclause 23.1 of clause 23, Public Holidays.

28. Long Service Leave

- 28.1 For long service leave provisions see *Long Service Leave Act 1955*.
- 28.2 Despite the *Long Service Leave Act 1955* the award rate element of ordinary pay for long service leave will be either:
- 28.2.1 the rate determined in accordance with the *Long Service Leave Act 1955*; or
- 28.2.2 the rate applicable to the employee at the commencement of his or her long service leave entitlement,
- whichever is the greater.
- 28.3 An employee is entitled to have all days which are prescribed as Public Holidays by clause 23, Public Holidays, treated as days appointed by the Governor as public holidays for the purposes of the application to him or her of Section 4 (4A) of the *Long Service Leave Act 1955*.
- 28.4 Accrual of Long Service Leave from 13 May 2002:
- 28.4.1 With effect from the beginning of the first pay period on or after 13 May 2002, long service leave shall accrue at the rate of 13 weeks leave after 10 years continuous service.
- 28.4.2 This rate of accrual is not retrospective and applies only to leave accruing after the commencement of the new rate of accrual as specified in subclause 28.4.1.
- 28.4.3 An employee who has completed with the Company at least 5 years service, and whose services are terminated by the Company for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will be paid out their accrued long service leave entitlement.
- 28.5 Inclusion of shift payments after 1 January 2006:
- 28.5.1 The inclusion of shift payments (i.e. as provided for in clauses 15, 16, 17 and 18 of this award) in the payment for long service leave actually taken by shift workers, will apply to long service leave taken on or after 1 January 2006.
- 28.5.2 For all shiftwork employees who are paid on an annualised salary basis, in place at the time of making this award arrangements for long service leave which provide for the

inclusion of the additional hours component being paid for long service leave will cease and that payment will be substituted by the normal shift payments that would have been paid to the employee had the employee been at work, and not on long service leave.

- 28.5.3 Provided that, notwithstanding 28.5.1 and 28.5.2, Monday to Friday shiftworkers in receipt of an annualised salary at the time of the making of this award which is inclusive of an 'additional hours' component will continue to receive the additional hours component in lieu of the shift payments referred to in 28.5.1 and 28.5.2.
- 28.5.4 The application of shift payments to long service leave entitlements does not apply where the long service leave is taken as part of an employee's resignation/retirement arrangement.
- 28.5.5 Long service leave that is paid out on termination of employment will be paid at the base 38 hour week rate.
- 28.5.6 Arrangements made for the taking of long service leave will be subject to the approval of the Company.

29. Jury Service

- 29.1 An employee required to attend jury service:
- 29.1.1 during his or her ordinary working hours; or
- 29.1.2 immediately following an ordinary night shift or immediately before an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift,
- will be reimbursed by the Company the difference between the amount paid to them by the Court for his or her attendance for jury service and his or her ordinary time rate of pay and applicable bonus for the period he or she would have worked had he or she not attended for jury service.
- 29.2 An employee must notify the Company as soon as possible of the date upon which he or she is required to attend for jury service.
- 29.3 An employee must give the Company proof of his or her attendance, the duration of such attendance, and the amount received from the Court in respect of the jury service.

30. Compassionate Leave

- 30.1 Entitlement - An employee, other than a casual employee, will be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 30.3 of this clause. In addition to the ordinary time rate of pay, the employee will be paid the amount of over award or bonus he/she would have otherwise received during ordinary working hours.
- 30.2 An employee is not entitled to compassionate leave if the period of leave coincides with any other period of paid leave.
- 30.3 Compassionate leave will be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (b) of paragraph 25.1.3 of subclause 25.1 of clause 25, Personal/Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 30.4 Compassionate leave may be taken in conjunction with other leave available under subclauses 25.2, 25.3, 25.4, 25.5 and 25.6 of the said clause 25. In determining such a request, the Company will give

consideration to the circumstances of the employee and the reasonable operational requirements of the business.

- 30.5 Notification - The employee must notify the Company as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.

31. Parental Leave

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

DIVISION 6 - EMPLOYMENT RELATIONSHIP

32. Contract of Employment

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

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

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

34. Termination of Employment Due to Retrenchment Or Redundancy

- 34.1 Retrenchment
- 34.1.1 Application - This subclause 34.1 applies to collective dismissals by way of retrenchment, whether made at the same time or over a period of time and where the dismissals relate to

circumstances affecting the Company's enterprise and not to the conduct of the employees. It does not apply to the termination of employment on account of the introduction of mechanisation or technological change.

- 34.1.2 Informing Unions and Employees Affected - The Company is obliged to inform the union parties to this award, and the Company's employees who may be affected by any retrenchments, of the facts and circumstances of the proposed retrenchments as soon as the Company becomes aware that the retrenchments are necessary.
- 34.1.3 Notice of Termination - Despite any other provision of this award, an employee being dismissed will receive four weeks' written notice of dismissal, or four weeks' pay in lieu of notice given. Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional week's notice. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 34.1.4 Leave to Seek Alternative Employment - If an employee is required to work out his or her 4 weeks' of notice, the employee is entitled to 1 day's leave with pay in each of the 4 weeks to enable him or her to look for alternative employment. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- 34.1.5 Severance Payment - An employee is entitled to a severance payment as follows:

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

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

- (b) Where

an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

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

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

- 34.1.6 Less than Twelve Months Service Not Entitled - Employees retrenched who have less than 12 months continuous service, are not entitled to severance pay under this subclause.
- 34.2 Mechanisation or Technological Change
- 34.2.1 Application - This subclause 34.2 applies despite the provision of clause 32, Contract of Employment, where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry covered by this award, the Company proposes to terminate the employment of an employee.
- 34.2.2 Notice of Termination - An employee covered by this subclause will be given three months' notice of the termination of his or her employment. If the employment of an employee is terminated and the Company fails to give such notice in full:
- (a) The Company will pay the employee at the ordinary rate of pay for the employee's classification for a period equal to the difference between three months and the period of the notice given; and
 - (b) The period of notice required by this paragraph is deemed to be service with the Company for the purpose of the *Annual Holiday Act 1944* and the *Long Service Leave Act 1955* or any Act amending or replacing either of those Acts.
- 34.2.3 Less than 12 Months Service Not Entitled - Employees who have less than 12 months continuous service, are not covered by this subclause.
- 34.2.4 Dismissal for Other Reasons Not Prejudiced - The right of the Company to dismiss an employee for reasons specified in clause 32, Contract of Employment and subclause 36.3.2, Summary Dismissal, is not prejudiced by the fact that the employee has been given notice under this subclause of the termination of his or her employment.
- 34.3 Other Matters
- 34.3.1 Notice to Centrelink - Where a decision has been made to terminate employees, the Company shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- 34.3.2 Centerlink Separation Certificate - The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- 34.3.3 Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- 34.3.4 Alternative employment - Subject to an application by the Company and further order of the Industrial Relations Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 34.1.3 above if the Company obtains acceptable alternative employment for an employee.
- 34.4 Security for employees affected by workplace change
- 34.4.1 Security of employment is important for improving working relationships, trust and cooperation with change. The parties do not want an environment where everyone is working in fear of losing their employment. The parties want an environment where people focus on doing their jobs safely and well, implementing improvement actions,

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

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

35. Anti-Discrimination

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

36. Procedure for Resolving Claims, Issues and Disputes

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

- (c) for the introduction of change, including outsourcing (as defined in clause 36.4.2), the procedure set out in clause 36.4 shall apply.

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

"Superintendent" includes:

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

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

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

36.2 Procedure for Resolving Claims, Issues and Disputes

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

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

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

- (b) General Claims, Issues and Disputes
 - (i) The official(s) and delegate(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Department, which will take all reasonable steps to reply as soon as possible.
 - (ii) Failing agreement, the claim, issue or dispute will be referred to the appropriate industrial relations tribunal if the union(s) wants to pursue it further.
- 36.2.2 Other Rights and Duties - The provisions of this clause will not affect in any way any other rights and duties of any party to this award pursuant to the *Industrial Relations Act 1996* or any other Act or at common law in relation to any matter.
- 36.2.3 Review of Procedure - The operation of this clause will be jointly reviewed by the parties at regular intervals.
- 36.3 Stand Down of Employees and Summary Dismissal
 - 36.3.1 Stand Down - The Company has the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee. The Company may deduct payment for any day or portion of a day during which the employee is stood down, subject to the following:
 - (a) Investigation - No employee may be stood down before an adequate investigation of the circumstances of the alleged offence has been made or before the employee has had an opportunity to state his or her case and present witnesses to the facts. This does not apply in the case of a group standing down.
 - (b) Only Superintendent May Stand Down - Only the employee's superintendent may make a decision as to the standing down of the employee when the superintendent is on duty.
 - (c) Limited Ability of Supervisor to Stand Down - The right of the employee's supervisor to stand down an employee is limited to situations where the employee's superintendent is not on duty. The supervisor can only stand down an employee for a period not exceeding the balance of the shift, and only in cases where the employee refuses duty or where the supervisor reasonably is of the opinion that the continued presence of the employee on the plant would be likely to:
 - (i) constitute a hazard either to that employee or to other employees, or to plant and equipment; or
 - (ii) interfere with normal and orderly functioning of the Company's operations; or
 - (iii) be prejudicial to discipline.
 - (d) Superintendent Interview Following Supervisor Standing Down - Where a supervisor stands an employee down, the supervisor will arrange for the employee to be interviewed by the superintendent not later than the commencement of the employee's next rostered shift of duty or another mutually arranged time. The superintendent, after reviewing the case, must inform the employee of his or her decision on the matter.
 - (e) Appeal - An employee is entitled to appeal to the relevant Company human resources representative for his or her department, against any decision of a superintendent. Despite the appeal, the superintendent's decision takes effect pending the determination of the appeal.

- (f) Working in Other Departments - If an employee is working in a department other than his or her normal department, the employee may be stood down by the appropriate supervisor for that department, subject to the other part of this clause.

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

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

36.4 Introduction of Change Including Outsourcing

36.4.1 Principles concerning the management of change

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

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

- (e) All parties share an intent that there be "zero industrial action" and to that end will actively ensure that employees, delegates and officials will, on each and every occasion where a dispute arises and is not resolved, follow the applicable dispute settling procedure and not take industrial action.

36.4.2 Processes for introduction of Change

- (a) Where changes are "significant in nature", as defined in this subclause, they shall be the subject to the processes set out in 36.4.3.
- (b) Changes which are not "significant in nature" shall be introduced in accordance with the principles set out in subclause 36.4.1 and the provisions of the Award. Disputes in relation to such changes shall be dealt with in accordance with the procedures for resolving claims, issues and disputes provided in the Award.
- (c) A change is "significant in nature" for the purposes of this clause if the change will have substantial effects on:
 - (i) the composition, operation or size of the workforce in a section or department of the operations of the Company;
 - (ii) the skills required of employees;
 - (iii) the availability of job opportunities for employees;
 - (iv) the opportunities for promotions of employees;
 - (v) the security of employment of employees;
 - (vi) the hours of work of employees;
 - (vii) the location of work of employees;
 - (viii) shift pattern changes; and
 - (ix) outsourcing of work (meaning the engagement on a permanent basis of another organisation to perform work which has previously been performed by employees of the Company. In this respect outsourcing differs from the use of contractors to meet intermittent work load requirements or to provide specialist skills on a short term or as needs basis).
- (d) Where a change is otherwise provided for in this Award it will not be regarded as significant in nature for the purposes of this clause.

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

- (a) The provisions of this subclause set out the terms and order of the procedure which shall govern the introduction and management of change which is significant in nature.
- (b) A change will be determined to be significant where it meets the definition as set out in clause 36.4.2(c).
- (c) Consultation will commence in relation to workplace change as defined when:
 - (i) The Company has developed an idea regarding a workplace change that, if implemented, would result in a change which is significant in nature, and

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

A decision by employees or the unions not to participate in such discussions brings to an end the consultation process.
- (i) Where agreement is reached as to a change, the change is to be implemented immediately and the parties are to promptly record the terms of the agreement in writing.

- (j) Where the consultation process concludes upon a party declaring to the other parties that it regards the consultation process as exhausted, and there is disagreement as to the change proposed, the change may be implemented forthwith unless a party to the consultation process gives notice to the other parties that it disputes the implementation of the change, and in that case the status quo will apply. Notice of disputing a change must first be provided to the other parties verbally within 24 hours after the declaration that the consultative process is exhausted, and followed up by written notice in accordance with 36.4.3(k).
- (k) For written notice in accordance with 36.4.3(j) to be effective, it must be served on the other parties within 5 working days after the declaration that the consultative process is exhausted. The written notice must set out:
 - (i) details of the particular objection(s) to the change; and
 - (ii) whether steps have been, or will within 24 hours be taken by that party to refer the matter to the Commission.
- (l) There must be no industrial action whilst these procedures, including status quo where applicable in this clause, are followed, and subject to further discussions between the parties, the matter will be referred to the Commission.
- (m) The status quo will not apply in the following circumstances:
 - (i) where written notice has not been given in accordance with 36.4.3(k), unless otherwise excused by the Commission; or
 - (ii) where the party placing the matter in dispute does not genuinely participate in the consultation process; or
 - (iii) the closure of sections of plant, not including outsourcing; or
 - (iv) to prevent or delay capital investment and the introduction of new technology.
- (n) The status quo will lapse in the event of industrial action over the proposed change.
- (o) The status quo may be altered by recommendation or direction of the Commission in proceedings pursuant to section 130 of the Act, or as the outcome of arbitration by the Commission.
- (p) For workplace change, (including the number or composition of employees engaged on any task), the consultation process may provide for the change to be introduced on a trial basis by agreement. There should be discussion between the parties as to how the trial arrangements should be implemented. An appropriate monitoring system will be established to ensure that the proposed changes are safe, efficient, legal and fair. The period of the trial will be determined in advance, with a return to the status quo in the event that it is shown that the trial fails the safe, efficient, legal and fair test.
- (q) Where an issue associated with a change concerns the interpretation or application of an existing provision of the Award, the status quo shall prevail until the matter is agreed or is the subject of interpretation by the Commission. No industrial action shall occur in relation to such a dispute.

(r) Nothing in this agreement detracts from the operation of the Act with respect to the settlement of industrial disputes.

(s) Definition:

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

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

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

36.4.4 Nature of Consultation

Consultation involves:

- (a) All parties (management, employees and Unions) being prepared to put forward considered views in respect of desired improvements and alternatives as to how such improvements could be achieved;
- (b) An opportunity being given to all affected parties to fully understand the nature and impact of those views before any final decision on implementation of changes is made by the Company;
- (c) Fair consideration being given to the issues and concerns raised by the parties before any final decision on implementation of change is made.

37. Regulation of Disturbances to Production and Supply

37.1 Objects of this Clause

- 37.1.1 One of the key pillars that supports the ability of the Company to have an effective and efficient business is the ongoing compliance by the parties and all employees with the obligations in this clause in respect of hot metal arrangements and meeting urgent customer needs.
- 37.1.2 The commitment and compliance with the obligations prescribed in this clause are significant in that they recognise the paramount importance of satisfying the Company's customers each and every day and the close linkage between customer satisfaction, business performance and employment security. In addition they recognise the importance of protecting the security and integrity of the Company's assets and not wastefully destroying product.
- 37.1.3 The parties recognise that to achieve these goals and maintain secure employment, they must manage their differences without allowing these differences to result in the destruction of product or major disruption to the Company's customers.
- 37.1.4 The parties understand that only by satisfying customers and developing markets can the Companies deliver the desirable benefit of ongoing security of employment.
- 37.1.5 The obligation to comply with the arrangements contained in this clause in respect of hot metal and meeting urgent customer needs does not restrain, or seek to restrain, the taking of industrial action which does not result in non-compliance with those obligations. The

parties are however committed to working together to provide a workplace where issues are resolved without recourse to industrial action.

- 37.1.6 The obligations imposed by this clause apply to all parties and all employees at all times, regardless of the reasons for or the nature or the extent of industrial action (i.e. whether limited to a particular part or parts of the Company's operations or involving the whole of such operations).
- 37.1.7 The obligations imposed by this clause require that employees covered by this Award perform as directed the necessary work (for the purposes of this clause) which is part of their usual duties and are not to be taken as requiring 'staff' employees to undertake such work instead of employees covered by this Award.
- 37.1.8 The hot metal arrangements provided for in this clause are designed to preserve the interests of those engaged in the taking of industrial action by requiring that the Company not deal with slabs produced (in the sense of further processing and despatching the slabs) until the industrial action ceases except as provided for in subclause 37.3.6.
- 37.1.9 Similarly, the proposal for the meeting of urgent customer needs does not require all product to be distributed but rather only that part of it requiring urgent dispatch and subject to the provision of information and appropriate consultation as specified in this clause.

37.2 Compliance with this Clause and Linkage with Employment Security

- 37.2.1 There must be strict compliance by all parties with the terms of this Award concerning hot metal arrangements (subclause 37.3) and meeting urgent customer needs (subclause 37.4) during the course of any industrial action. There must be no breaches of these provisions.
- 37.2.2 The taking of steps during the course of any industrial action in breach of these requirements would be a serious matter and one requiring significant and urgent attention in any dispute resolution processes. Any breach would be a paramount consideration for the Commission in the exercise of its powers under the Act as to industrial disputes.
- 37.2.3 A breach of the provisions concerning hot metal arrangements (subclause 37.3) and meeting urgent customer needs (subclause 37.4) may result in the removal (in part or whole) of the employment security provisions specified in clause 34.4 of this Award. Any such removal shall not relieve the employees concerned of their obligations to comply with the requirements of this clause 37.
- 37.2.4 An application to remove the benefits of security of employment from any employees may be made by the Company by notification under the Act of an industrial dispute. The Company shall bear the onus of making out a case for such removal. The determination of such an application shall be governed by the considerations referred to by the Commission in the Recommendation of Walton J - Vice President, dated 13 May 2002, particularly at paragraph 95. The Commission's determination shall be binding on the parties.

37.3 Hot Metal Arrangements

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

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

- 37.3.2 Recognising that this provision is designed to avoid destruction of product and not to retain normal operations in the event of industrial action in one of the above areas, the Blast Furnaces will, where the industrial action in one of the major departments referred to in subclause 37.3.1 runs for more than 8 hours, operate at a reduced level. That level will be nominally 90% of full production level - that being the level necessary to maintain stable furnace operations and to return to normal operating levels immediately after the industrial action.
- 37.3.3 All iron that is at the BOS at the time the industrial action commences will be processed as normal, provided that two (2) hours after the provision of notice to the Company that the industrial action has commenced, the provisions of subclause 37.3.6 shall apply.
- 37.3.4 Slabmaking operations will be sufficient to ensure that there is no hot metal dumped as a result of industrial action. Generally it is expected that this will require consistent 2-machine casting on any 2 machines as may be required. It is noted that, where possible, generally No. 2 and No. 3 machines would be utilised.
- 37.3.5 Slabs will be processed to the extent necessary to ensure the integrity of the product.
- 37.3.6 Subject to subclauses 37.3.3, 37.3.5 and 37.3.7 all slabs produced during the course of industrial action shall be stored at locations selected by the Company and will not be further handled, dispatched or processed until the actual cessation of the industrial action, provided that slabs shall be further handled (but not dispatched or processed) to the extent necessary for reasons of safety or to enable effect to be given to the objects of this Clause and the requirements of this subclause 37.3.
- 37.3.7 Slabhandling operations will ensure that slab is stacked in the Slab Yard or as directed by the company in an efficient and effective way. Where the industrial action is in the Slab Yard area, slab will still be produced and that slab will be stacked and stored in an effective and efficient way as directed by the Company.
- 37.3.8 The parties' commitment to "no dumping of iron" requires that support functions necessary to sustain the safety and operating integrity of the blast furnaces, however provided, will continue through the industrial action.
- 37.3.9 No employee or union will direct or encourage any employee or contractor in an associated area to take action that may have the effect of circumventing the intent and operation of these arrangements - namely that Blast Furnaces continue to operate and hot metal is not dumped in the event of industrial action.
- 37.3.10 The Company shall provide the Unions each day with a list of the location of all slabs stored in accordance with these hot metal arrangements during the course of industrial action.
- 37.4 Meeting Urgent Customer Needs
- 37.4.1 To satisfy the requirements of the customers of the Company, the parties are committed to ensuring that the urgent needs of customers are met throughout the period of any industrial dispute.
- 37.4.2 In recognising that the Company's customers are a key foundation of the Company's' business, the parties commit to the principle that all disputes and issues will be resolved in accordance with the applicable dispute resolution procedures and without recourse to industrial action that would adversely impact on those customers.
- 37.4.3 In the unlikely event of industrial action occurring, the parties will, before such action commences, and on an ongoing basis as necessary during such action, hold discussions in relation to production or maintenance work that is necessary to enable genuinely urgent

customer requirements to be met. So far as practicable, prior to the taking of industrial action and (on all occasions) progressively, as necessary, during such action the relevant union delegate(s) and the relevant Company representatives will meet and confer immediately and on an ongoing basis to manage the supply of product to avoid stocking out of customers.

37.4.4 The Company's customer service or logistics representative will identify product that is required to maintain a customer's business and is packed and waiting dispatch.

37.4.5 Where, in accordance with subclause 37.4.6 and 37.4.7, product is identified as requiring despatch to avoid a stock out or potential stock out and that product or part of that product is packed and awaiting dispatch, it will be dispatched as required by the Company.

37.4.6 The Company will become aware, either through its dispatch management systems or by way of other direct communication with a customer that the customer is in need of urgent delivery of product to avoid a stock out. This will occur each and every day during a period of industrial action.

37.4.7 Where the Company becomes aware of a stock out or a potential stock out for a customer, then the Company will provide to the relevant union delegate a written report containing the following particulars of the stock out or potential stock out:

the name of the customer,

the product and quantity required,

where the product is required, and

when the product is required.

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

37.4.8 In the event that there is a residual amount of an order to be processed to enable dispatch of it to occur and there are special or urgent considerations applying to the order, these circumstances will be raised and discussed between the relevant company representative and the relevant employee representative with a view to reaching agreement. In the absence of agreement either party may seek the assistance of the Commission by notification under s130 of the Act. The parties agree that if the operation of this subclause creates substantially adverse consequences then any party may apply to the Commission after 13 November 2002 to recommend other arrangements in relation to residual amounts of orders and the parties will comply with the terms of such recommendation in lieu of the provisions of this subclause.

37.4.9 In the event that there is a breakdown of a crane, forklift, or other dispatch related equipment that would otherwise prevent the urgent dispatch of product provided for in this subclause then maintenance employees or contractors as appropriate will work to repair the equipment and facilitate the dispatch of product.

37.4.10 No employee or Union will direct or encourage any employee or contractor in an associated area to take action that may have the effect of circumventing the intent and operation of these arrangements.

37.4.11 In subclause 37.4:

"relevant union delegate" means the delegate of the employees whose industrial action is preventing or hindering the normal despatch of product. In the absence of that delegate the relevant union delegate shall be the employee who, in the ordinary course, would be regarded by the employees as acting in the place of the delegate.

"relevant company representative" means the customer service officer nominated by the company for the purpose of the arrangements in this subclause.

"Stock out" and "stocking out" mean a situation where the customer is unable, because of its lack of the Company product which the customer requires, to maintain its normal operations.

38. Departmental Arrangements

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

DIVISION 7 - MISCELLANEOUS

39. Delegates

39.1 Recognition of Delegates

- 39.1.1 The Company will recognise an employee who is a delegate representing the employees in a shop or department where he or she is employed. A delegate will be allowed the necessary time to interview the employees for whom the delegate represents, the Company or its representatives, during working hours, where there is a dispute affecting employees in his or her shop or department.
- 39.1.2 The Company will not be bound to recognise as a delegate any employee whom the union concerned has sent written notification to the Company that it does not recognise that employee as a delegate.
- 39.1.3 The Company will, upon request, provide each recognised delegate with a suitable locker for the purpose of storing relevant union material at the workplace.

39.2 Delegates' Training

- 39.2.1 The Company recognises the unions desire for delegates' training and will cooperate with unions to facilitate release and pay ordinary wages to delegates attending agreed courses in cases where:
 - (a) there is prior consultation with the Company about the course and the ability to release particular employees from the job;

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

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

40. Payroll Deduction of Union Membership Fees

- 40.1 The Company shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- 40.1.1 the employee has authorised the Company to make such deductions in accordance with subclause 40.2 herein;
 - 40.1.2 the Union shall advise the employer of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount.
 - 40.1.3 deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - 40.1.4 there shall be no requirement to make deductions for casual employees with less than two (2) months' service (continuous or otherwise).
- 40.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including a variation in that fee effected in accordance with the Union's rules) that the Union advises the Company to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 40.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the Company's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts, provided that:
- 40.3.1 where the Company has elected to remit on a weekly or fortnightly basis, the Company shall be entitled to retain up to 5 per cent of the money deducted; and
 - 40.3.2 where the Company has elected to remit on a monthly or quarterly basis, the Company shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 40.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 40.5 The Union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the Company a minimum of two month's notice of any such change.
- 40.6 An employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.
- 40.7 Where an employee who is a member of the Union and who has authorised the Company to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance

with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.

41. Apprentices

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

41.1 Conditions of Employment - The ordinary conditions of employment, including method of payment, award holidays, hours and overtime, will be those contained in this award, provided an apprentice whilst under 18 years of age will not be allowed to work shift work, and an apprentice will not work shift work unless working under the control of a tradesperson in the same trade. An apprentice will not be required to work overtime during the first year of his or her apprenticeship unless he or she is willing to do so.

41.2 Lost Time - The Company may deduct from the wages of an apprentice amounts proportionate to the working time lost by the apprentice in any wage period when suspended under the provisions of subclause 41.3 or owing to his or her absence from the service of the Company, unless such absence is caused by:

41.2.1 the Company's fault;

41.2.2 illness not exceeding one week in each year of service, duly certified by a qualified medical practitioner;

41.2.3 the occurrence of any public holiday prescribed by this award.

41.3 Disciplinary Code

41.3.1 Apprentices may be suspended by the Company without pay during such period of suspension for the following reasons, and subject to the undermentioned limitations of each suspension, viz:

Nature of Offence or Misdemeanour

Disobedience, Laziness, Bad Timekeeping, General Misconduct, etc

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

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

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

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

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

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

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

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

- 41.3.2 When the Company intends to suspend an apprentice, it will immediately so advise the Commissioner for Vocational Training and the union or unions covering the apprentice's trade.
- 41.3.3 When the Company suspends an apprentice, the suspension will be effected by handing or delivering to the apprentice a notice in writing specifying:
- (a) particulars of the offence alleged to have been committed;
 - (b) the period of suspension;
 - (c) that future misconduct may cause the Company to seek cancellation of the indenture;
 - (d) the address of the Commissioner for Vocational Training; and
 - (e) that the apprentice is entitled to apply to the Commissioner for Vocational Training at that address, by letter, to have the suspension set aside.
- 41.3.4 The Company will forward a copy of the notice to the Commissioner for Vocational Training, the union or unions covering the apprentice's trade and to the parent or guardian of the apprentice on the same day as the notice is handed or delivered to the apprentice.
- 41.3.5 Any purported suspension not effected in accordance with the above will be of no effect.
- 41.3.6 Nothing in this clause will affect the rights or obligations of any party to the apprenticeship under the *Apprenticeship and Traineeship Act 2001*(NSW).
- 41.4 Wages
- 41.4.1 The minimum weekly rates of pay for apprentices are as set out in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications.
- 41.4.2 The total wages of apprentices will be calculated to the nearest five cents, any broken part of five cents in the result not exceeding half of five cents to be disregarded.
- 41.4.3 An employee who is under 21 years of age on the expiration of his or her apprenticeship and subsequently works as a minor in the occupation to which he or she has been apprenticed will be paid at not less than the adult rate prescribed for that classification.
- 41.4.4 The special rates provisions in this award will apply to apprentices in the trades where tradespersons are paid these special rates.

- 41.4.5 Tool allowance - A tool allowance will be paid to apprentices as prescribed in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications. The allowance will apply for all purposes of the award.
- 41.4.6 Where it was the practice as at 14 December 1979 for the Company to provide all tools ordinarily required by an apprentice in the performance of his or her work, the Company may continue that practice and in that event the allowance prescribed in paragraph 41.4.5 will not apply to such apprentices.

42. Department Work Redesign Agreements

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

PART B

AGREEMENTS

DIVISION 1 - GENERAL AGREEMENTS

43. Payment for Training

- 43.1 Scope of Agreement - This agreement applies to Company authorised training to allow employees to:
- 43.1.1 carry out the full range of duties of his or her current classification; and/or
- 43.1.2 progress within the appropriate Employee Job Development model;
- provided that the employee's attendance at authorised training has been approved by supervision after consideration of the employee's and Company's needs, including operational requirements. Any refusal by supervision to grant such approval is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

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

- 43.1.3 allowing employees to carry out the full range of duties of his or her current classification; and/or
- 43.1.4 the appropriate Employee Job Development model,

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

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

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

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

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

43.2.2 Other classroom training:

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

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

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

43.2.5 On-the-job training:

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

For the purposes of 43.2.5(b) above:

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

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

43.3 Repeat Training

- 43.3.1 If an employee fails to pass an accreditation stage:
- (a) but has genuinely applied themselves to training (as determined by supervision), supervision will authorise and pay the employee for additional training at a mutually agreed time (which fits in with the employee's departmental requirements and does not disadvantage other employees);
 - (b) and has not made a genuine effort (as determined by supervision), the employee will be placed at the bottom of the training waiting list for that training requirement. The employee will not be paid for repeat training outside ordinary working hours, and unless circumstances require a different approach, repeat training will not be arranged during ordinary working hours.
- 43.3.2 Repeated failure will result in counselling by supervision to determine a solution.
- 43.3.3 Any disputes arising in relation to 43.3.1(a), 43.3.1(b) and 43.3.2 will be progressed through the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

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

43.5 Definitions

- 43.5.1 "ordinary working hours" means:
- the employee's normal working hours in the case of a Day Worker;
 - the employee's rostered on shifts in the case of a Shift Worker;
 - the employee's rescheduled rostered on shifts in the case of a Shift Worker whose shifts have been rescheduled for the purposes of approved training.
- 43.5.2 "ordinary wage" means the employee's ordinary wage (including shift and weekend premiums and any allowances but excluding disability allowances if these are not experienced) and bonus. It is paid for time spent in tuition, travelling and examination only.
- 43.5.3 "single time payment" means the employee's ordinary award wage and bonus and excludes shift and weekend premiums, overtime, special rates, etc. It is paid for the time spent in tuition and examination only.
- 43.5.4 "classroom training" means training conducted by a trainer, supervisor or other suitably qualified person in any training centre, conference room, crib room or office.

43.6 Miscellaneous

- 43.6.1 An employee is training until he or she receive accreditation for the skills being learned.
- 43.6.2 Where an employee is required to travel from work, during ordinary working hours, to attend TAFE or other externally provided training, or travel from training back to work, the employee will be allowed up to 30 minutes travelling time. This travelling time will be paid at the employee's ordinary wage. If the travelling time is outside the employee's ordinary working hours, no payment will be made.

- 43.6.3 Employees will not be expected to work excessive hours and attend at the same time (i.e. an employee will not be expected to work and train on sequence of doublers).
- 43.7 Exceptions to subclause 43.2
- 43.7.1 If an employee is required to attend authorised training outside ordinary working hours on a Saturday, Sunday, Public Holiday, or rostered day off, the employee will be entitled to the appropriate penalty payments, or by agreement, time off in lieu.
- For the purposes of 43.7.1:
- (a) "appropriate penalty payments" means the appropriate award overtime payments;
 - (b) shift allowance is not paid on any shift; and
 - (c) "time off in lieu" is equal time not penalty time (e.g., if an employee trains for 8 hours on Saturday and it is agreed that the employee has time off in lieu, the employee has 8 hours off work).
- 43.7.2 Employees attending authorised training on compulsory "ring roster days" or "21st shifts" will be paid according to his or her roster (i.e. overtime rates).
- 43.7.3 Employees asked to remain at work or attend work outside his or her ordinary working hours for the purpose of performing work will be paid overtime. If, during such work, training is carried out (e.g., during a mechanical breakdown) the employee will continue to be paid overtime for the training period.
- 43.7.4 No payment will be made for:
- (a) time spent in personal study and/or private tuition;
 - (b) time spent enrolling in authorised external courses (e.g., TAFE);
 - (c) time spent in preparation of assignments;
 - (d) waiting time between courses;
 - (e) time spent on text based self guided learning.
- 43.8 Payment of Course Fees - Unless an employee has failed to complete training through insufficient effort or application the Company will reimburse to the employee the cost of any authorised training fees associated with authorised training. Textbooks and other material associated with the training will be paid by the employee.
- 43.9 Award Provisions - The provisions in this award covering transfer of Day Workers to shift work, transfer of Shift Workers and transportation home from the plant when reasonable means of transport are not available will apply to employees required to train.

44. Lump Sum Payment Scheme

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

The purpose of the agreement is to:

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

- 44.1.2 Assist in achieving the Company's critical business objectives. In this regard the parties commit themselves to co-operating in measures to achieve and maintain a world class steelworks.
- 44.1.3 Recognise the contribution of employees to improved performance when this has occurred.
- 44.2 Payment - Performance recognition payments at the end of each quarter will be made to all employees of the Company on the payroll at the end of that quarter for which the payment is made, except: employees covered by the Port Kembla Product Berth Enterprise Development Agreement 2002 and the Port Kembla Bulk Operations Enterprise Agreement 2002, or any replacement agreement or award; employees off work on non-accident pay workers' compensation. This performance recognition payment will be calculated as a percentage of total gross earnings, as defined.
- Employees who leave the Company during the period, will not be eligible for payment.
- 44.3 Principles of Payments System - The terms of the performance improvement recognition payments system are:
- 44.3.1 In addition to other payments, there will be a quarterly performance recognition payment directly related to reasonably achievable business performance improvements measured against the agreed performance indicator.
- The agreed performance indicator at Port Kembla Steelworks will be determined by the Company following consultation with the unions who are party to this award.
- 44.3.2 The performance recognition payments will be paid at the end of each quarter and will be calculated as a percentage of total gross earnings.
- For this purpose, total gross earnings does not include payments in respect of absences on workers' compensation by employees not in receipt of accident pay or termination payments or performance recognition payments paid during the quarter but related to a previous quarter.
- 44.3.3 The percentage of total gross earnings to be paid will be determined by reference to the actual performance measured against the 4.5 per cent target performance indicator.
- 44.3.4 On achievement of the agreed performance targets, 4.5 per cent of total gross earnings as defined for the purpose of the Scheme, with payments varying above and below this amount possible depending on performance.
- The maximum quarterly payment to be made under this Scheme will not exceed 5.5 per cent of gross earnings.
- 44.3.5 Payments will be included in the direct deposit and (itemised separately) on the pay docket of the first administratively convenient pay fortnight following the end of a quarter. Payments will be taxed at the individual's appropriate marginal rate in the pay fortnight in which the payment is made. The payments, including tax deductions, will be included in each employee's Group Certificate.
- 44.4 Required Actions - The parties acknowledge that the continued viability of the Port Kembla Steelworks is dependent upon taking continual steps to reduce total costs and increase prime product tonnes invoiced. Typical measures which the parties agree to work towards to reduce total cost of sales, increase prime product tonnes invoiced and promote adherence to agreed dispute settling procedures.

DIVISION 2 - WORK REDESIGN AGREEMENTS

45. No. 2 Blower Station Work Redesign Agreement

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

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

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

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

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

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

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

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

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

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

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

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

45.4.1 the circumstances and nature of the illness or injury;

45.4.2 the history of work performance and attendance.

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

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

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

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

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

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

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

(a) refer the matter to an impartial mediator who is nominated by the parties beforehand and whose decisions the parties have agreed to accept; or

(b) refer the matter to the Industrial Relations Commission of New South Wales.

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

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

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

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

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

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

45.8.3 support the team concept.

The annualised salary is made up of four components:

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

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

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

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

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

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

46. Blast Furnace Team Work Redesign Agreement

46.1 Application

- 46.1.1 This agreement applies to all employees of the Company employed in the No. 5 and No. 6 Blast Furnaces under the classifications contained in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.
- 46.1.2 The parties agree that this agreement will have no application to, and will in no way create a claim for, flow on of salaries and conditions provided for in this award to employees in the Company or any other Department or Division unless by agreement.

46.2 Preamble

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

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

Consequently, this agreement will also provide employees with access to rewarding and satisfying jobs and will result in efficient and continuously improving operations. The intention is for this agreement to set out principles and not to be prescriptive.

- 46.2.2 Direction - The new team system of work has been developed to support the business directions of the blast furnaces. This agreement is designed to allow achievement of the following mission and goals:
- (a) Mission - To be the world leader in ironmaking by creating the right team to produce the right iron all the time.
 - (b) Goals - Achievement of the following goals will provide measures of the success of this team work system:
 - (i) Safety - To ensure a safe working environment, practices and people, with zero incidents or accidents;
 - (ii) Productivity - To produce a product meeting agreed operating standards and supply specifications;
 - (iii) Environment - To conform 100 per cent of the time to better than the EPA licence agreement requirements, while maintaining and improving a healthy workplace;

- (iv) Improvements - To continuously improve our people, processes, technology and product against agreed standards;
- (v) Quality - To operate cost-effective blast furnaces which meet supply agreement targets 100 per cent of the time, including cost KPIs;
- (vi) People - To create a work team we can be proud of, utilising world's best practices.

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

- (c) Values - The direction set for the blast furnaces is deliberately challenging. To achieve it will require changes to the behaviours and attitudes of all who work there. To ensure that there is consistency of action in all situations by all parties, a set of fundamental values has been agreed to after participation by all employees. By following these values in all circumstances, high levels of trust, co-operation and support will be established. Blast furnace values are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

One Operations Engineer.

One Process Controller.

One Systems Controller.

One Electrical Tradesperson.

One Mechanical Tradesperson.

Nine Process Operators (including one annual leave relief).

Total = 14 personnel (including one annual leave relief).

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

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

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

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

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

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

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

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

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

lack of skills;

poor application to the task by the individual;

inadequate team systems to enable the individual to perform.

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

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

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

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

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

The annualised salary will:

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

The annualised salary is made up of four components:

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

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

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

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

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

- 46.9 Training - Progression through the classification structure contained in subclause 46.15 will be through completion of competency-based training and application of the acquired skill(s) and knowledge. Effective and timely training of all individuals in these skills is recognised as an important priority in the new team work system. The five- shift system supports a commitment to training by providing training time during each roster cycle. This will complement on-the-job training.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

existing levels of additional hours worked;

anticipated length of absence;

and other relevant circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Skills Matrix for Process Operators - The following skills matrix sets out the classifications and corresponding skills required by Blast Furnace Process Operators. The skills matrix is regarded as flexible so that in the future new skills can be added, enabling the overall skill level of individuals to grow to match future requirements. Skills no longer required can also be deleted.

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

appropriate operational skills;

occupational health and safety skills;

multi-skills; and

team process skills.

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

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

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

Skills Matrix for Entry Level Process Operators -

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

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

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

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

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

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

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

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

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

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

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

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

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

47. Temper Mills Work Redesign Agreement

47.1 Application

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Step 1 - Team to discuss and resolve.

Step 2 - Team and Supervisor to discuss and resolve.

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

Step 4 - Other support forums as necessary.

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

The annualised salary will:

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

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

support the team concept.

The annualised salary is made up of four components:

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

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

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

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

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

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

48. Raw Materials Handling Work Redesign Agreement

48.1 Application

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

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

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

Individual team goals including key performance indicators will be jointly agreed between the teams and management. These team goals will reflect the Raw Materials Handling mission and goals. Once agreed, the teams will be responsible and accountable for achieving the goals.

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

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

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

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

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

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

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

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

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

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

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

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

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

One Shift Manager.

One Process Controller.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the circumstances and nature of the illness or injury; and

the history of work performance and attendance.

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

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

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

The annualised salary will:

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

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

support the team concept.

The annualised salary is made up of four components:

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

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

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

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

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

- 48.9 Annualised Salaries - Rates - Employees will be paid salaries in accordance with Item 4 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. All salaries will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.

- 48.10 Training - Progression through the classification structure below will be through completion of competency based training and application of the acquired skills and knowledge. Effective and timely training of all individuals in these skills is recognised as an important priority in the new teamwork

system. The five shift system supports a commitment to learning and development by providing development time during each roster cycle to complement on-the-job training.

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

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

Attendance

Discipline

Work performance

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

Step 1 - Team to discuss and resolve.

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

Step 3 - Team and Superintendent to discuss and resolve.

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

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

If issue remains unresolved the parties may then either:

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

PART C

MONETARY RATES - RESTRUCTURED CLASSIFICATIONS

Table 1 - Restructured Ironworker Rates of Pay

	Rate of pay per 38-hour week from the first pay period commencing on or after 18 March 2004
1. Cokemaking Department	
Coke Ovens - Batteries	
Battery Entry Level Ironworker	512.30
Battery Operator 1	539.20
Battery Operator 2	568.10
Battery Operator 3	612.50
Battery Operator 4	647.60
Battery Operator 5	704.30

Coal Preparation - Coal Washery	
Coal Washery Operator 1	512.30
Coal Washery Operator 2	583.10
Coal Washery Operator 3	612.50
Coal Washery Operator 4	647.60
Coal Preparation - Coal Handling	
Coal Handling Operator 1	512.30
Coal Handling Operator 2	568.10
Coal Handling Operator 3	598.30
Coal Handling Operator 4	627.20
Gas Processing	
GP Entry Level Ironworker	512.30
GP Intermediate Operator	568.10
GP Sulphate Operator	568.10
GP Operator 1	598.30
GP Operator 2	627.20
GP Operator 3	647.60
GP Operator 4	686.50
Collector Main Operations	
Collector Main Operator	612.50
Cokemaking Utilities	
Utilities Entry Level Ironworker	512.30
Utilities Operator 1	539.20
Utilities Operator 2	553.70
Utilities Operator 3	583.10
Utilities Operator 4	612.50
Utilities Operator 5	647.60
2. Ore Preparation Dept	
Raw Materials Handling	
RM Entry Level Ironworker	512.30
RM Operator 1	583.10
RM Operator 2	598.30
RM Operator 3	668.60
3. Blast Furnace Department	
No. 2 Blast Furnace	
No. 2 BF Entry Level Ironmaker	512.30
No. 2 BF Operator 1	568.10
No. 2 BF Operator 2	598.30
No. 2 BF Operator 2A	627.20
No. 2 BF Operator 3	668.60

4. Energy Services Department	
Utilities Distribution Section	
Distribution Operator 1	568.10
Distribution Operator 2	647.60
Distribution Operator 3	704.30
Energy Generation - No. 1 Power House Section	
No. 1 PH Operator 1	539.20
No. 1 PH Operator 2	598.30
No. 1 PH Operator 3	612.50
No. 1 PH Operator 4	647.60
No. 1 PH Operator 5	704.30
No. 1 PH Operator 6	732.10
5. Refractory Services Department	
Refractory Services	
Refractory Installation Assistant - Level 1	553.70
Refractory Installation Assistant - Level 2	598.30
Refractory Installation Assistant - Level 3	612.50
Refractory Installation Assistant - Level 4	647.60
6. Slabmaking Department	
BOS Plant	
BOS Entry Level Ironworker	512.30
BOS Service Operator	539.20
BOS Materials Attendant	583.10
BOS Operator 1	583.10
BOS Operator 2	627.20
BOS Operator 3	647.60
BOS Operator 4	668.60
BOS Operator 5	686.50
BOS Ladle Fleet Co-Ordinator	758.50
BOS - Raw Materials Alloy Preparation	
BOS Entry Level Ironworker	512.30
Materials Handler 1	568.10
Materials Handler 2	583.10
Slab Caster	
Slab Caster Operator 1	512.30
Slab Caster Operator 1A	553.70
Slab Caster Learner Operator	583.10
Slab Caster Operator 2	627.20
Slab Caster Operator 3	668.60
Slab Caster Operator 4	704.30
Slab Caster Operator 5	758.50
Slab Handling	
Slab Handler 1A (New Starters)	627.20
Slab Handler 1B (Existing Employees)	647.60
Slab Handler 2	668.60
Slab Handler 3	704.30
Slab Tracking Controller	732.10
7. Production Planning	
Product Dispatch Warehouse	
Despatch Operator 1	539.20
Despatch Operator 2	598.30
Despatch Operator 3	647.60
Learner Pallet Carrier Operator	568.10

Pallet Carrier Operator	647.60
8. Hot Strip Mill	
Hot Strip Mill Operations	
Learner Operator	598.30
Operator 1	668.60
Operator 2	704.30
Operator 3	758.50
Hot Strip Mill Maintenance	
Learner Analyst	539.20
Systems Analyst 1	583.10
Systems Analyst 2	647.60
Hot Coil Processing and Despatch	
Operator 1	553.70
Operator 2	612.50
Operator 3	647.60
Operator 4	686.50
Operator 5 (Learner)	704.30
Operator 5	732.10
Hot Strip Mill Roll Shop	
Roll Shop Attendant 1	530.30
Roll Shop Attendant 2	583.10
Roll Shop Attendant 3	598.30
Roll Shop Attendant 4A	627.20
Roll Shop Attendant 4B	647.60
Roll Shop Attendant 5	668.60
9. Plate Mill Department	
Plate Rolling	
Plate Rolling Operator Level 1	568.10
Plate Rolling Operator Level 2	612.50
Plate Rolling Operator Level 3	668.60
Plate Rolling Operator Level 4	704.30
Plate Rolling Operator Level 5	732.10
Plate Rolling Systems Operator	583.10
Plate Processing	
Learner Operator	568.10
Plate Processing Operator 1	598.30
Plate Processing Operator 2	627.20
Plate Processing Operator 3	647.60
Plate Processing Operator 4	668.60
Improvement Leader	686.50
Section Co-Ordinator	732.10
10. Technology Services Department	
Laboratory Services	
General Assistant	568.10
Learner Operator (RMT)	553.70
Learner Operator (MO)	553.70
RM Tester	598.30
Machine Operator	598.30
11. Packaging Products Department	
Pickle Line	
PL Operator 1	568.10
PL Operator 2	598.30
PL Operator 3A	627.20

PL Operator 3B	627.20
PL Operator 4	668.60
Cold Mill	
CM Operator 1	583.10
CM Operator 2	627.20
CM Operator 3	686.50
CM Operator 4	732.10
Temper Mill	
TM Operator 1	583.10
TM Operator 2	627.20
TM Operator 3	686.50
TM Operator 4	732.10
Cleaning Line	
CL Operator 1	553.70
CL Operator 2	598.30
CL Operator 3	627.20
Batch Annealing	
BA Operator 1	553.70
BA Operator 2	612.50
Continuous Annealing Line	
CA Operator 1	583.10
CA Operator 2	627.20
CA Operator 3	668.60
Electrolytic Tinning Lines	
ET Line Operator 1	568.10
ET Line Operator 2	627.20
ET Line Operator 3P	668.60
ET Line Operator 3S	668.60
ET Line Operator 4	704.30
Coil Preparation Line	
Operator 1	583.10
Operator 2	627.20
Operator 3	668.60
Shearlines	
SH Operator 1	568.10
SH Operator 2	598.30
SH Operator 3	627.20
SH Operator 4	647.60
SH Operator 5	704.30
Littell Operator 4	668.60
Assorting Room	
AR Operator 1	539.20
AR Operator 2A	568.10
AR Operator 2B	583.10
AR Operator 2C	598.30
AR Operator 3	612.50
Warehouse	
WH Operator 1	539.20
WH Operator 2A	568.10
WH Operator 2B	568.10
WH Operator 3	598.30
WH Operator 4	647.60
Strapping Line	
Operator 1P	598.30
Operator 2P	627.20
Operator 3P	686.50

Operator 1S	568.10
Operator 2S	647.60
Miscellaneous	
PP Learner Operator	539.20
Packaging Products Crane Operators	
Crane Operator 1	568.10
Crane Operator 2	598.30
Crane Operator 3	627.20
Crane Operator 4	668.60
12. Transport and Site Services	
Ironmaking Services	
Operator 1	530.30
Operator 2	553.70
Operator 3	583.10
Operator 4	668.60
Garage	
Garage Operator 1	539.20
Garage Operator 2	568.10
Garage Operator 3	612.50
Garage Operator 4	668.60
O'Briens Drift	
OBD Learner Operator	530.30
OBD Operator 1	568.10
OBD Operator 2	647.60
Rail Maintenance Department	
Rail Maintenance Operator 1	539.20
Rail Maintenance Operator 2	568.10
Rail Maintenance Operator 3	612.50
Rail Maintenance Operator 4	647.60
Rail Transport Department	
Trainer	758.50
Driver	704.30
Shunter	668.60
Learner Shunter	553.70
13. Supply Operations	
Canteens	
Canteen Operator 1	530.30
Canteen Operator 2	553.70
Canteen Operator 3	598.30
Warehousing and Distribution Department	
Warehousing and Distribution Entry Level	539.20
Warehousing and Distribution Operator 1	568.10
Warehousing and Distribution Operator 2	598.30
Warehousing and Distribution Operator 3	627.20
14. Manufacturing Services	
Foundries Department	
Foundries Operator Entry Level - New Employee	553.70
Foundries Operator 1	568.10
Foundries Operator 2	598.30
Foundries Operator 3	627.20
Foundries Operator 4	647.60

15. Maintenance	
Maintenance Ironworkers	
Maintenance Ironworkers Level 1	539.20
Maintenance Ironworkers Level 2A	553.70
Maintenance Ironworkers Level 2	583.10
Maintenance Ironworkers Level 3	612.50

Table 2 - Graded Trades By Rates Of Pay

	Rate of pay per 38-hour week from the first pay period commencing on or after 18 March 2004
1. Electrical Trades (inclusive of a tool allowance per 38-hour week of \$11.30)	
Electrical Tradesperson (E) Base Level	669.20
Electrical Tradesperson (E) Level 1	692.70
Electrical Tradesperson (E) Level 2	721.40
Electrical Tradesperson (E) Level 3	749.80
Electrical Tradesperson (E) Level 4	780.60
Electrical Tradesperson (E) Level 5	798.90
Electrical Tradesperson (E) Level 6	843.90
2. Mechanical Trades (inclusive of a tool allowance per 38-hour week of \$11.30)	
Graded Tradesperson (M) Base Level	641.10
Graded Tradesperson Level 1	663.60
Graded Tradesperson Level 2	691.20
Graded Tradesperson Level 3	718.80
Graded Tradesperson Level 4	748.60
Graded Tradesperson Level 5	765.90
Graded Tradesperson Level 6	809.10
3. Refractory Installation Bricklayers	
Refractory Installation Bricklayer - Base Level	677.70
Refractory Installation Bricklayer - Level 1	690.20
Refractory Installation Bricklayer - Level 2	720.20
Refractory Installation Bricklayer - Level 3	735.10
Refractory Installation Bricklayer - Level 4	757.40

Table 3 - Apprentices

	Rate of pay and tool allowance per 38-hour week from the first pay period commencing on or after 18 March 2004	
	\$	
1. Four Year Term	Rate of Pay	Tool Allowance
Apprentice 1st Year	262.15	4.75
Apprentice 2nd Year	338.55	6.20
Apprentice 3rd Year	450.65	8.45
Apprentice 4th Year	516.85	9.90
2. Three Year Term	Rate of Pay	Tool Allowance
Apprentice 1st Year	300.05	5.45
Apprentice 2nd Year	450.65	8.45
Apprentice 3rd Year	516.85	9.90

Table 4 - Annualised Salary Rates of Pay

Item 1. No. 2 Blower Station

Rates of Pay Shift Crew Operators (Annualised) - From the first pay period commencing on or after 18 March 2004.				
	Operator 2 \$	Operator 3 \$	Operator 4 \$	Operator 5 \$
Base Weekly Rate from first pay period commencing on or after 18 March 2004	838.50	888.80	906.60	934.40
Total annual rate from first pay period commencing on or after 18 March 2004	70706.90	75251.50	76685.74	78925.80
Rates of Pay Relief Crew Operators (Annualised) - From the first pay period commencing on or after 18 March 2004				
	Operator 2 \$	Operator 3 \$	Operator 4 \$	Operator 5 \$
Base Weekly Rate from the first pay period commencing on or after 18 March 2004	838.50	888.80	906.60	934.40

Total Annual Rate from first pay period commencing on or after 18 March 2004	55000.80	57611.30	59308.90	61842.20	
Rates of Pay Day Crew Operators (Annualised) - From the first pay period commencing on or after 18 March 2004					
	Operator 1 \$	Operator 2 \$	Operator 3 \$	Operator 4 \$	Operator 5 \$
Base Weekly Rate from first pay period commencing on or after 18 March 2004	870.00	832.40	807.00	768.20	717.40
Total Annual Rate from first pay period commencing on or after 18 March 2004	47546.72	45491.83	44103.68	41983.21	39206.90

Item 2 Blast Furnaces
Salary Calculations (from the first pay period commencing on or after 18 March 2004)
Blast Furnace Operators -

Level	Base Weekly Rate from first pay period to commence on or after 18 March 2004 \$	Total Annual Rate from first pay period to commence on or after 18 March 2004 \$
Entry Level	642.70	57210.18
Base Level 1	732.70	64700.78
Base Level 2	788.80	69369.91
Level 1	838.50	73506.39
Level 2	859.50	75254.16
Level 3	906.60	79174.29
Level 4	934.40	81488.08

Blast Furnace Mechanical Tradesperson -

	Base Weekly Rate from first pay period commencing on or after 18 March 2004	Total Annual Rate from first pay period commencing on or after 18 March 2004

Level	\$	\$			
Base	835.60	74037.30			
Level 1	865.80	76550.80			
Level 2	893.40	78847.90			
Level 3	932.40	82093.80			
Level 4	962.20	84574.10			
Level 5	979.50	86013.90			
Level 6	1022.70	89609.40			
Blast Furnace Electrical Tradesperson -					
	Base Weekly Rate from first pay period commencing on or after 18 March 2004	Total Annual Rate from first pay period commencing on or after 18 March 2004			
Level	\$	\$			
Base	879.60	74566.50			
Level 1	910.80	80364.30			
Level 2	939.50	82753.00			
Level 3	952.10	83801.70			
Level 4	982.90	86211.10			
Level 5	1028.40	90152.10			
Level 6	1073.30	93889.00			
Item 3. Temper Mills					
Rates from the first pay period commencing on or after 18 March 2004					
	Entry Level Operator	Team Operator			
	\$	\$			
Base Weekly Rate from first pay period on or after 18 March 2004	693.90	960.80			
Total Annual Rate from first pay period commencing on or after 18 March 2004	59546.80	81053.00			
Item 4. Raw Materials Handling					
Rates from the first pay period commencing on or after 18 March 2004					
	Entry Level	RM Process Operator Level 1	RM Process Operator Level 2	RM Process Operator Level 3	RM Process Operator Level 4
	\$	\$	\$	\$	\$
Base Weekly Rate from first pay period commencing on or after 18 March 2004	642.70	732.70	788.80	888.80	906.60
Total Annual Rate from first pay period commencing on or after 18 March 2004	56178.80	63531.80	68115.20	76285.20	77739.50

Table 5 - Unanderra Coil Processing

Metpol	Rate of pay per 38-hour week from first pay period commencing on or after 18 March 2004
	\$
Metpol Operator Grade 1	676.30
Metpol Operator Grade 2	699.70
Metpol Operator Grade 3	718.40

Metpol Operator Grade 4	768.90
Metpol Operator Grade 5	795.70
Metpol Operator Grade 6	825.10
Metpol Operator Grade 7	857.70
Metpol Operator Grade 8	889.90
Metpol Operator Grade 9	899.60
Metpol Operator Grade 10	924.10
Metpol Operator Grade 11	954.20
Metpol Operator Grade 12	998.00
Metpol Mechanical Tradesperson	984.40

Table 6 - Port Kembla Road Transport Facility

CRM Road & Transport Facility	Rate of pay per 38-hour week from first pay period commencing on or after 18 March 2004 \$
General Transport Operator	628.80
Transport Operator - Grade 2	649.20
Training Transport Operator	551.60

Table 7 - Other Rates and Allowances

Item No	Clause No	Brief Description	Amount
	8	Special Rates -	
1	8.1.1	Large Power Houses – Employees employed in large power houses (developing more than 8,000 kilowatts):	Per 38-hour week
		Mechanical and Electrical Tradespersons	21.70
		1st and 2nd Year electrical and mechanical apprentices	4.35
		Maintenance non-trades employees assisting mechanical or electrical tradespersons	10.85
2	8.1.2	Ship Repairing -	Per 38-hour week
		Mechanical and Electrical tradespersons	10.60
		Other employees	8.60
3	8.1.3	Electrical Trades Licences -	Per 38-hour week
		Qualified Supervisor's Certificate (Electrician) Allowance	27.20
		Certificate of Registration (Electrician) Allowance	14.60
4	8.1.4	Scaffolder's Licence -	Per 38-hour week
		Certificate of Competency as a Scaffolder:	
		Class 1 or 2	7.40
		Class 3 or 4	4.20
	9	General Disability Rates -	
5	9.1.1	Hot Places -	Per hour
		Electrical and Mechanical Tradespersons and maintenance non-trades employees:	
		Temperature raised artificially to between 46 and 54 degree Celsius	0.40
		Temperature exceeds 54 degrees Celsius	0.50
6	9.1.2	Hot Work -	Per hour
		Temperatures raised by artificial means to above 49 degrees	0.39
7	9.1.3	Wet Work -	Per hour
		Mechanical tradespersons and maintenance non- trades employees	0.39
8	9.1.4	Dirty Work -	Per hour

		Mechanical and electrical tradespersons and maintenance non-trades employees engaged in work other than ship repair work	0.40
		Ship Repair work	
9	9.1.5	Restrictive Spaces -	Per hour
		Mechanical and electrical tradespersons and maintenance non-trades employees	0.50
10	9.1.6	High Places -	Per hour
		Electrical and Mechanical tradespersons and maintenance non- trades other than riggers and splicers	0.29
11	9.1.7	Oil Tanks -	Per hour
		Mechanical tradespersons and maintenance non- trades employees	0.40
12	9.1.8	Explosive Powered Tools -	Per hour
		All Employees	0.14
		Minimum payment	1.09
13	9.1.9	Slag Wool -	per hour 0.50
	9.2	Electrical Tradespersons -	
	9.2.1	Toxic Substances:	Per hour
14		Quantities of 0.5 kg or over	0.50
15		Working in close proximity to	0.44
	9.3	Bricklayers and Labourers -	
16	9.3.1	Brick lining stacks etc:	Per hour
		At a height of 15 but not more than 30 metres	0.14
		For each further 15 metres increase above 30 metres	
17	9.3.2	Boiler Chambers	0.31 per hour
18	9.3.3	Clothing allowance when working inside stacks and flues etc	1.16 per shift or part thereof
	9.4	Other Employees -	
	9.4.1	Applying obnoxious substances:	Per hour
19		Preparation and/or application of epoxy based materials or like substances	0.50
20		Applying such epoxy- based substances when the air conditioning plant is not operating	0.31
21		Working in close proximity to employees so engaged	0.46
22	9.4.2	Spray Painting -	Per hour
		Tradesperson and Brush Hand painters spray painting in a booth not approved by Government Authority	0.39
	15	Shift Work Allowances for Shift Workers	From first pay period commencing on or after 18 March 2004
23	15.1.1	Shift Workers whilst working rotating shift	\$61.80 per 38 hour week
24	15.1.1(a)	When at least one-third of working time in the full cycle of the roster is not on day shift	\$41.20 per 38 hour week
25	15.1.2	Rotating Shift Worker when engaged under a roster system which does not provide for at least one-third of working time in the full cycle of the roster on day shift	
		(a) day shift, night shift	\$61.80 per 38 hour week
		(b) day shift, afternoon shift	\$52.60 per 38 hour week
		(c) day shift, day shift, afternoon shift	\$52.60 per 38 hour week
		(d) day shift, day shift, night shift	\$52.60 per 38 hour week
26	15.1.3	Shift Workers working shift work on shift systems as follows:	

		(a) night shift, afternoon shift	\$82.20 per 38 hour week
		(b) night shift only	\$82.20 per 38 hour week
		(c) afternoon shift only	\$82.80 per 38 hour week
27	15.1.4	Shift Workers who work any afternoon shift or night shift other than under 15.1.1, 15.1.2 and 15.1.3 above and not paid in respect of any day shift worked	\$24.80 per shift
28	22.3.4, 22.3.5(b) & 22.3.6	Overtime, meal allowance -	\$9.00 per meal

PART D

APPENDIX - UNRESTRICTED CLASSIFICATIONS

A. Application

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

B. Leading Hands

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

Leading Hands -	From first pay period commencing on or after 18 March 2004 per 38-hour week
Production Leading Hands:	
If in charge of not more than five employees	\$20.20
If in charge of more than five but not more than fifteen employees	\$30.40
Maintenance Leading Hands:	
If in charge of more than fifteen Maintenance Leading Hands:	\$42.70
If in charge of not less than three and not more than ten employees	\$27.80
If in charge of more than ten and not more than twenty employees	\$41.90
If in charge of more than twenty employees	\$53.50

C. Mixed Functions

Unless otherwise specified, the following will apply:

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

C.3.2 In respect of work on overtime, where the period spent on the work carrying the lower rate is at least 1 hour.

C.3.3 This specifically excludes employees working in restructured departments within a graded ironworker structure.

D. Tool Allowance

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

Tool Allowance	Per week \$
Mechanical Tradesperson	11.30
Electrical Tradesperson	11.30
Bricklayer	14.20

E. Rates Of Pay - Unrestructured Classifications

		Rate of pay per 38 hour week from first pay period commencing on or after 18 March 2004
COKE OVENS DEPARTMENT		
Coal Handling & Washing:		
	Operator 1	\$602.40
	Operator 2	\$579.70
	Operator 3	\$571.40
	Operator 1A	\$595.20
	Operator 2A	\$571.40
	Operator 3A	\$560.50
	Operator 4A	\$546.80
	988B Front End Loader Driver	\$571.40
	Washery Assistant	\$541.40
Ovens:		
	Leading Hand Regulator	\$615.30
	Regulator	\$595.20
	Battery driver	\$560.50
	Battery attendant	\$530.70
	Oven top hand	\$551.90
	Door adjuster	\$551.90
	Coke wharf hand	\$523.90
	Oven day labourer	\$512.30
	Regular - Whilst working at 7 battery control room	\$615.30
	Battery driver - 7 battery	\$571.40
	Coke handling operator	\$579.70
Coke Screens:		
	Screen hand	\$541.40
	Truck hand	\$523.90
	First hand (No.4 Battery)	\$560.50

Sulphate:		
	First hand	\$560.50
	Second hand	\$530.70
	Labourer loading sulphate of ammonia	\$516.40
Benzol:		
	Light Oil Plant Operator	\$595.20
	Filler	\$541.40
	Labourer cleaning drains	\$530.70
	Liquid Naphthalene Loader	\$530.70
By-Products:		
	Operator 1	\$598.30
	Operator 2	\$627.20
	Operator 3	\$647.60
	Operator 4	\$686.50
Miscellaneous:		
	Exhauster driver	\$579.70
	Cooler attendant	\$530.70
	Tar loader	\$530.70
	Person cleaning out tar storage tanks	\$523.90
	Belt person	\$568.10
	Belt person who prepares and vulcanised ends of belts to make them endless	\$579.70
	Employee assisting belt person and others	\$523.90
	Employee assisting belt person and others -after two years experience	\$534.90
	Belt person or belt person's assistant required to operate lifting jack shall be paid 10 cents per hour or part thereof	
	Valve person	\$541.40
	By-Products Operator	\$568.10
	By-Products Assistant	\$551.90
	Forklift driver	\$557.10
	Telpher crane driver	\$541.40
	Person watching for fires	\$530.70
	Greaser	\$523.90
	Yard labourer	\$512.30
	Road suction sweeper operator	\$605.90
	Refractory sprayer	\$546.40
	Refractory sprayer (dry)	\$595.20
	Labourer when cleaning in tar precipitators	\$534.90
	Labourer Loading Naphthalene	\$523.90
	Synthetic hand	\$579.70
	Yard Machine Operator	\$564.20
Blast Furnace Department		
Ore Bridge & Gantry & Stock House		
	Ore Bridge Driver	\$592.10
	Hoist person	\$568.10
	Gantry Labourer	\$516.40
Cast House		

	Founder	\$636.60
	Helper	\$568.10
	Cast House Labourer	\$534.90
	Gas person - No 4 Blast Furnace	\$640.90
	Inspector No 5 Blast Furnace	\$647.10
	Cast House Repair person	\$636.60
	Cast House Repair person - Level 1	\$551.10
	Cast House Repair person - Level 2	\$568.10
	Cast House Repair person - Level 3	\$598.30
	Cast House Repair person - Level 4	\$655.80
Miscellaneous		
	Ladle Sculler	\$523.90
	Person watching for Gas	\$523.90
	Forklift Driver	\$564.20
	Greaser	\$523.90
	Labourer	\$512.30
	Labourer cleaning No. 5 B.Fce Stockhouse, Baghouse, Precip. & Gas Mains	\$530.70
	Welder 1st Class (Scrap)	\$630.00
	Change House Attendant/Lavatory Attendant	\$512.30
Sinter Plant Department		
Ore Handling		
	Leading Hand Raw Materials Operator	\$622.90
	Ore Bridge Driver	\$592.10
	Stacker Reclaimer Operator	\$564.20
	Raw Materials Handling Attendant	\$546.80
	Raw Materials Yard Attendant	\$530.70
	Chaser 1st Grade	\$592.10
Sinter Station		
	Sinter Station Attendant	\$551.90
	Sinter Plant Operator - Level 1	\$579.70
	Sinter Plant Operator - Level 2	\$602.40
	Sinter Plant Operator - Level 3	\$693.90
Miscellaneous		
	Front End Loader Driver	\$571.40
	Belt person	\$595.20
	Belt person who prepares and vulcanises belts to make them endless	\$605.90
	Belt person's Assistant	\$541.40
	Belt person's Assistant - after two years experience	\$554.90
	Belt person or Belt person's Assistant required to operate lifting jack shall be paid 10 cents per hour or part thereof	
	Deduster Attendant	\$521.10
	Mechanical Sweeper Operator	\$530.70
	Greaser	\$541.40
	Forklift Driver	\$557.10
	Store person	\$541.40
	Bobcat Operator	\$564.20
	Labourer	\$512.30

Labourer when cleaning the following areas:	
Areas (58 & 59) conveyor transfer points	\$530.70
Areas (29 & 30) conveyor and areas under the feeder tables	\$530.70
Area (246 & 248) conveyors and the floor level of the basement of 249 conveyor	\$530.70
74 conveyor basement	\$530.70
A1 & A2 & any areas below this level when limestone, flue dust & Cold return fines are being elevated	\$530.70
Area 256 & 257 conveyor walkways & head chute platforms, when these conveyors are operating	\$530.70
The head of the sinter and blast furnace lump ore loading bins excluding the tails of F.7 & 60 conveyors	\$530.70

POWER DEPARTMENT

No.1 Power House:

Control room operator	\$691.10
Crane driver	\$568.10
Crane driver - when installing and removing turbine rotors	\$571.40
Boiler cleaner	\$516.40
Operator 1	\$643.90
Operator 2	\$627.20
Operator 3	\$605.50
Operator 4	\$594.30
Operator 5	\$546.80
Operator 6	\$534.90

No. 2 Blower Station:

Operator - 1	\$678.80
Operator - 2	\$658.70
Operator - 3	\$632.60
Operator - 4	\$605.90
Operator - 5	\$557.10
Operator - 6	\$546.80
Water treatment plant attendant	\$551.90
Crane driver	\$568.10
Crane driver - when installing and removing turbine rotors	\$571.40
Oil attendant	\$551.90

Outside Services

Services Operator 1	\$605.90
Services Operator 2	\$592.10
Services Operator 3	\$568.10
Services Operator 1 in Training	\$598.30

Miscellaneous

Forklift driver	\$557.10
Labourer	\$512.30

	Leading Power House Attendant	\$675.10
TONNAGE OXYGEN PLANT		
	Oxygen Plant Operator	\$675.10
	Auxiliary plant operator	\$632.60
	Labourer	\$512.30
	Crane driver	\$568.10
	Crane driver - when installing and removing turbine rotors	\$571.40
STEELMAKING		
Miscellaneous:		
	Front end loader driver	\$564.20
	Fork lift driver	\$564.20
BOS Plant		
Melting:		
	Furnace attendant	\$652.60
	Charging floor attendant	\$622.90
	Hot metal person	\$592.10
	Charging crane driver	\$615.30
	Slag rake operator	\$564.20
	Scrap person	\$564.20
	Scrap crane driver	\$592.10
	Slag crane driver	\$592.10
	Front end loader driver (melting)	\$592.10
	Front end loader driver (melting) when working under an operating furnace	\$605.90
	Furnace labourer	\$534.90
Casting:		
	Ladle operator	\$627.20
	Casting labourer	\$551.90
	Casting labourer (when assisting the vacuum degasser operator)	\$560.50
	Pit labourer	\$534.90
	Teeming crane driver	\$636.60
	Casting pit attendant	\$568.10
	Vacuum degasser operator	\$633.90
	Ladle repair person	\$571.40
	Leading ladle repair person	\$595.20
	Stopper-maker	\$534.90
	Alloy and Materials Co-Ordinator	
Desulphurising Plant:		
	Desulphurising attendant	\$615.30
	Desulphurising plant labourer	\$551.90
Lime Kiln:		
	Lime kiln operator	\$622.90
	Dump station attendant	\$579.70
	Raw materials attendant	\$560.50
	Front end loader driver	\$573.70
	Lime kiln plant labourer	\$534.90
Miscellaneous:		
	First relief crane driver	\$627.50
	Second relief crane driver	\$592.10
	Pump & water treatment attendant	\$602.40
	Greaser	\$523.90
	Alloy attendant	\$541.40
	Crane cleaner	\$523.90

	Furnace demolisher operator	\$627.20
	Front end loader driver	\$573.70
	Forklift driver	\$557.10
	Mechanical sweeper operator	\$516.40
	Labourer	\$512.30
	Labourer (when cleaning in the OG system)	\$541.40
	Torpedo Ladle Operator	\$579.70
	Change House Attendant/Lavatory Attendant	\$512.30
	Caster operator	\$685.50
	Senior assistant caster	\$637.90
	Assistant caster	\$634.70
	Machine scarfer operator	\$625.10
	Scarfer cutter	\$606.90
	Leading slab processing attendant	\$652.60
	Slab processing attendant	\$625.10
	Tundish repair person	\$628.40
	Slab caster crane driver	\$620.40
	Water treatment attendant	\$619.40
	Maintenance attendant	\$568.10
	Maintenance attendant in training	\$546.80
	Forklift driver	\$557.10
	Tundish refractory attendant	\$629.50
	Slab sampling attendant	\$606.90
	Pulpit Operator 1	\$625.10
	Pulpit Operator 2	\$633.20
	Pulpit Operator 3	\$659.30
	Chaser 1st Grade	\$592.10
Slab Yard Operations:		
	Slab yard crane driver	\$627.20
	Deseamer (cold steel)	\$551.90
	Deseamer - special class	\$605.90
	Tally person	\$551.90
	Forklift driver - Hyster 101	\$579.70
	Slab inspector	\$579.70
	Operator 1	\$643.00
	Operator 2	\$604.20
	Bloom yard crane driver	\$560.50
	Finishing end crane driver	\$560.50
	Fork lift driver	\$557.10
	Crane Chaser	\$523.90
	Brush Hand	\$551.90
	Labourer	\$512.30
HOT STRIP MILL		
Strip Mill:		
	Mill Operator Grade 1	\$657.40
	Mill Operator Grade 2	\$682.20
	Mill Operator Grade 3	\$707.30
	Mill Operator Grade 4	\$732.10
	Mill Operator Grade 5	\$765.10
	90 tonne crane driver	\$560.50
	70 tonne crane driver	\$560.50
	Coil tier (export)	\$516.40
	Strip Mill Crane chaser	\$557.10

	Learner operator	\$601.20
	Operator 2	\$627.20
Hot Coil Processing and Despatch:		
	1st Line assistant	\$541.40
	2nd Line assistant	\$541.40
	Stack checker	\$564.20
	Operator 3	\$541.40
	Operator 4	\$512.30
	Crane driver	\$596.50
	Operator 1A	\$690.30
	Operator 3A	\$571.80
Miscellaneous:		
	Greaser (including crane greaser)	\$523.90
	15 tonne coil storage crane driver	\$560.50
	Machine shop crane driver	\$568.10
	Tally person	\$541.40
	Crane chaser (other)	\$523.90
	Live gear operator	\$516.40
	Labourer	\$512.30
	Chuck change operator	\$568.10
	Hot strip mill shop crane chaser	\$530.70
	Systems Attendant	\$595.20
	Relief person	\$571.40
	Forklift Driver	\$557.10
	Brush Hand	\$551.90
PLATE MILL DEPARTMENT		
Plate Mill Operations:		
	Operator 1	\$634.10
	Operator 2	\$598.30
	Operator 3	\$592.10
	Operator 4	\$560.50
	Operator 5	\$534.90
	Operator 6	\$516.40
	Crane driver 1	\$568.10
	Crane driver 2	\$560.50
	Forklift driver	\$564.20
	Water treatment plant attendant	\$530.70
	Relief person (continuous furnace)	\$521.10
	Roller operator	\$682.20
	Plate processing operator grade 5	\$732.10
	Plate processing operator grade 3	\$668.60
	Plate processing operator grade 2	\$627.20
	Plate processing operator grade 1	\$598.30
	Plate mill operator grade 5	\$732.10
	Plate mill operator grade 4	\$704.30
	Plate support operator	\$627.20
	Plate services co-ordinator	\$598.30
	Learner operator	\$568.10
PACKAGING PRODUCTS		
Electrolytic Tinning Line		
	Labourer	\$512.30
Warehouse		
	Warehouse despatcher	\$568.10
Narrow Cold Rolled Products		
	Operator 1	\$640.90
	Operator 2	\$605.90

	Operator 3	\$541.40
Miscellaneous:		
	Tally person	\$541.40
	Crane driver 1	\$560.50
	Crane driver 2	\$579.70
	Crane driver 2 (when using coil tongs)	\$592.10
	Crane chaser	\$523.90
	Lansing bagnall trolley operator	\$523.90
	Service Attendant	\$568.10
	Greaser	\$523.90
	Mobile crane driver	\$579.70
	Forklift driver	\$568.10
	Mechanical sweeper operator	\$516.40
	Battery charger	\$534.90
	Labourer	\$512.30
	Chuck change operator	\$568.10
	Belt person	\$568.10
	Belt person prepares and vulcanises belts	\$579.70
	Employee assisting belt person	\$523.90
	Employee assisting belt person after 2 years experience	\$534.90
	Brush Hand	\$551.90
FOUNDRIES DEPARTMENT		
a. Crane driver:		
	5 tonnes No. 2	\$568.10
	6 tonnes No. 3	\$568.10
	7.5 tonnes No. 278	\$568.10
	15 tonnes No. 190	\$568.10
b. Crane driver:		
	25 tonnes No. 109	\$571.40
	25 tonnes No. 315	\$571.40
	30 tonnes No. 32	\$571.40
	50 tonnes No. A1217	\$571.40
	60 tonnes No. 65	\$571.40
	60 tonnes No. 188	\$571.40
	Provided that an allowance of \$1.00 will also apply to drivers receiving the \$ margin for each shift during which hot metal is carried	
c. Crane driver:		
	50 tonnes No. A1216	\$592.10
	80 tonnes No. 108	\$592.10
	100 tonnes No. A1194	\$592.10
	160 tonnes No. A1101	\$592.10
	Greaser	\$523.90
	Ladle person (bottom pour)	\$560.50
	Forklift driver	\$564.20
TRAFFIC DEPARTMENT		
Locomotive Operations:		
	Locomotive driver	\$652.10
	Locomotive driver - learner	\$608.40

	Shunter - learner	\$564.20
	Shunter	\$608.40
	Guard	\$616.90
	Locomotive cleaner	\$516.40
	Railway points person	\$571.40
	Point greaser	\$526.50
	Fuel person	\$523.90
Wagon Maintenance Shop:		
	Greaser (including reporting defects)	\$523.90
	Wagon painter	\$551.90
	Crane operator	\$579.70
O'Brien's Drift:		
	OBD Operator	\$627.20
	Coal Station Attendant	\$551.90
Railway Maintenance & Construction		
	Leading hand platelayer	\$605.90
	Platelayer Grade 1	\$592.10
	Platelayer Grade 2	\$560.50
	Platelayer Grade 3	\$541.20
	Backhoe operator	\$605.90
	Ballast regulator operator	\$564.20
	Tamping machine operator	\$598.30
	Huckbolter	\$551.90
	Thermit welder	\$598.30
	Track examiner	\$627.20
PLANT SERVICES		
	Tractor driver	\$541.40
	Grader driver	\$564.20
	Excavator driver	\$564.20
	Vac-all operator	\$687.90
	Vac-all attendant	\$530.70
	Prime mover driver (furnace demolisher)	\$592.10
	Backhoe operator	\$564.20
	Road roller operator	\$530.70
	Magnesium handling attendant	\$568.10
	Labourer engaged on road repairs	\$526.30
	Water spray operator	\$627.20
	Labourer cleaning drains	\$530.70
	"Scarab" Mechanical Sweeper Operator	\$530.70
	Fork Lift Driver	\$557.10
	Person in Platelaying Gang	\$541.20
	Mobile Equipment Assistant	\$583.10
MANUFACTURING SHOP - MACHINE		
	Machine Shop Attendant Grade 1	\$598.30
	Machine Shop Attendant Grade 2	\$564.20
	Machine Shop Attendant Grade 3	\$516.40
	Labourer	\$512.30
MANUFACTURING SHOP -FABRICATING		
	Crane driver	\$560.50
	Crane chaser	\$541.40
	Forklift driver	\$564.20
	Pendant crane operator	\$579.70
HEAT TREATMENT		

	Heat treater	\$636.60
DIESEL LOCOMOTIVE REPAIR SHOP		
	Crane driver	\$560.50
	Pendant crane operator	\$579.70
	Chaser 1st Grade	\$592.10
SPARES OPERATIONS		
	Despatch store person	\$564.20
	Store person	\$541.40
	Labourer whose work includes painting	\$523.90
	Other labourer	\$516.40
	Spares area attendant - Grade 1	\$602.40
	Spares area attendant - Grade 2	\$592.10
	Steel storage attendant	\$573.70
	Forklift Driver	\$557.10
ELECTRICAL SHOP		
	Crane driver	\$560.50
	Mobile crane driver	\$568.10
	Pendant crane operator	\$579.70

INSTRUMENT SHOP		
	Forklift Driver	\$557.10

LABORATORIES		
	Sampler	\$564.20
	Chemical Laboratory Store person	\$551.90
	Machine operator 1	\$570.90
	Machine operator 2	\$546.80
	Labourer	\$512.30

GENERAL STORE		
	Store person - Grade 1	\$571.40
	Store person - Grade 2	\$557.10
	Store person - Grade 3	\$551.90
	Store person - Grade 4	\$541.40
	Delivery hand	\$523.90
	Labourer	\$512.30
	Forklift driver	\$564.20
	Brush Hand	\$551.90
	Chaser 1st Grade	\$592.10
	Chaser 2nd Grade	\$564.20

GARAGE		
	Vehicle Service Attendant	\$541.40

ELECTRICAL TRADES		
The following tradesperson classifications shall only apply to employees who are classified as such as at 18 May 1987		
	Electrical Linesperson	\$647.00
	Electrical tradesperson (including tool allowance \$11.30)	\$647.00
	Electrical tradesperson - Grade 1 (including tool allowance \$11.30)	\$665.30
	Electrical tradesperson - Grade 2 (including tool allowance \$11.30)	\$683.40
	Electrical tradesperson - Grade 3 (including tool allowance \$11.30)	\$715.90
	Electrical tradesperson - Grade 4 (including tool allowance \$11.30)	\$743.90
	Maintenance Tradesperson	

(Electrical) (including tool allowance \$11.30)	\$669.20
Assistant to Electrical Tradesperson	\$535.90
Instrument fitter (including tool allowance \$11.30)	\$683.40
Instrument tradesperson - Grade 1 (including tool allowance \$11.30)	\$683.40
Instrument tradesperson - Grade 2 (including tool allowance \$11.30)	\$715.90
Instrument tradesperson - Grade 3 (including tool allowance \$11.30)	\$743.90
Electronics tradesperson - Grade 2 (including tool allowance \$11.30)	\$715.90
Electronics tradesperson - Grade 3 (including tool allowance \$11.30)	\$743.90

	An additional amount per week of \$27.20 shall be paid to an employee employed and working as an electrical tradesperson and possessing an Electrician's "A": Grade Licence and an amount per week of \$14.60 for an Electrician's "B" Grade Licence issued under the <i>Electricity Development Act 1945-1965</i>	
BUILDING TRADES		
	Lead burner (incl tool allow \$19.80)	\$667.20
	Plumber (including tool allow \$19.80)	\$643.60
	Bricklayer (incl tool allow \$14.20)	\$645.10
	Bricklayer when engaged on refractory work (incl tool allow \$14.20)	\$664.80
	Plasterer	\$618.40
	Carpenter (incl tool allow \$ 20.00)	\$644.70
	Sail-maker	\$571.40
	Sign-writer	\$631.10
	Painter (tradesperson) (incl tool allowance \$4.90)	\$626.20
	Brush hand required to hold scaffolders certificate	\$557.10
	Brush hand (other than labourer next provided for)	\$551.90
	Labourer touching up brickwork and floors and foundations of engines and machinery and standards near the ground	\$512.30
	Chaser 1st Grade	\$592.10
	Chaser 2nd Grade	\$564.20
	Labourer Assisting Building Trades Tradesperson	\$523.90

GARAGE		
	Mini buses	\$630.40
GENERAL CONSTRUCTION AND MAINTENANCE		
	Powder monkey	\$541.40
	Powder monkey's assistant	\$523.90
	Chain person (wet or dry)	\$530.70
	Pile driver operator	\$568.10
	Machine person	\$530.70
	Tool sharpener	\$530.70
	Tool machine operator	\$551.90
	Person using hammer and gad or drill	\$523.90
	Pipe layer	\$560.50
	Concrete Worker, i.e.	
	Mixer driver	\$530.70
	Finisher	\$530.70
	Cement person at mixer	\$530.70
	Rod bender - 1st hand	\$530.70
	Reinforcement hand	\$523.90
	Concrete hand (including compo and/or cement mixer, helper at mixer, shoveller, barrow person, leveller at chute, packer and labourer loading, unloading and/or stacking cement)	\$523.90
	Labourer on construction (not otherwise provided for)	\$516.40
MISCELLANEOUS		
	Rope inspector	\$619.50
	Bloom mill motor room crane driver	\$560.50
	Plate & Strip mill motor room crane driver	\$560.50
	Driver of Hodkinson stiff leg crane whilst operating at heights on blast furnace repairs	\$571.40
	Leading Brown Hoist Attendant - (Rigger thereafter + \$	\$599.30
	Rigger's labourer	\$512.30
	Bricklayer's labourer engaged on stacking in a compound area or working at brick storage areas	\$523.90
	Bricklayer's labourer - Coke Ovens Department	\$592.10
	Bricklayer's labourer (other)	\$568.10
	Labourer assisting building trades, tradesperson(other)	\$523.90
	Brick tarrier	\$516.40
	Industrial truck driver	\$526.30
	Industrial truck driver - mobile broom	\$530.70
	Howard motor mower driver	\$516.40
	Mechanical sweeper operator	\$516.40
	Compressor and/or pump attendant	\$530.70
	Yard labourer loading, unloading,	

	carrying and stacking cement	\$523.90
	Yard labourer (excluding labourer on construction)	\$512.30
	Garbage loader	\$523.90
	Steam cleaner operator	\$516.40
	Learner Inspector	\$523.90
	Locomotive crane driver	\$610.80
	Stiff leg crane driver	\$560.50
	Pile welding inspector	\$579.70
	General despatch hand	\$551.90
	Gear Chaser - First grade	\$592.10
	Gear Chaser - Second grade	\$564.20
ENGINEERING		
	Fitter	\$630.00
	Fitter - turbine blade	\$636.40
	Machinist - 1st class	\$630.00
	Marker off (i.e. a fitter the greater part of whose time in any one weekly pay period is occupied marking off)	\$639.20
	Patternmaker	\$655.50
	Scientific instrument maker	\$655.50
	Toolmaker	\$655.50
	Turner	\$630.00
	Inspector	\$660.50
	Angle-iron smith	\$636.40
	Smith - other	\$633.80
	Tool-smith	\$636.40
	Boilermaker and/or structural steel tradesperson	\$630.00
	Marker-off (i.e. tradesperson the greater part of whose time in any one weekly pay period is occupied in marking off and/or template making)	\$639.20
	Welder - special class (as defined)	\$639.20
	Welder - 1st class (as defined)	\$630.00
	Heat Treater	\$636.40
	NC Programmer	\$660.50
	CNC Grinder Operator	\$669.00
	CNC Programmer/Operator	\$660.50
	Maintenance Tradesperson (Mechanical/Fabrication)	\$652.70
FOUNDRY		
	Dresser and grinder (when using portable machine)	\$526.30
	Dresser - shot blast and sand blast who does not operate from outside a properly enclosed cabin	\$538.20
	Dresser and grinder whose duties include the use of arc air and/or burning equipment	\$542.80
	Dresser and grinder - other	\$523.90
	Furnace person - other	\$534.90
	Furnace person (High Frequency)	\$548.70
	Assistant furnace person	\$521.10

Plate and Machine Moulder and/or core-maker	
1st twelve months' experience	\$521.10
Next six months' experience	\$526.30
Thereafter (experience for the purpose of calculating rates payable to plate and machine mounds and/or core makers shall include all experience as a moulder or core maker, jobbing or machine, as the cast maybe whether as a junior, or an adult)	\$542.80
Assistant to moulder tradesperson	\$521.10
Assistant to moulder tradesperson (mainly engaged in attending cranes)	\$530.70
Sand reclamation plant person	\$542.80
Sand mixing machine operator	\$527.90
Jobbing moulder and/or core-maker	\$630.00

PART E - SCHEDULES

SCHEDULE 1

RAIL OPERATIONS ARRANGEMENTS

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

SCHEDULE 2

SLAB YARD ARRANGEMENTS

1. If the industrial action is in another Department and the Slab Yard is not involved, all the Slab Yard employees will work as normal and process slabs that have not been produced during the industrial action. These arrangements are the same as in the past where slabs already in the system and in the yard were processed Any slabs produced during the industrial action (from metal that would previously been dumped) are to be handled as per clause 37.3.6 which states: Subject to subclauses 37.3.3, 37.3.5 and

37.3.7 all slabs produced during the course of industrial action shall be stored at locations selected by the Company and will not be further handled, dispatched or processed until the actual cessation of the industrial action, provided that the slabs shall be further handled (but not dispatched or processed) to the extent necessary for reasons of safety or to enable effect to be given to the objects of this Clause and the requirements of this subclause 37.3. Information regarding the identity of these slabs will be made available to employees and the Union.

2. If any industrial action affects the Slab Yard, slabs produced during the industrial action will be received and stored in a manner that ensures no hot metal is dumped and that slabs are stacked in their final storage destination. To allow this to happen:
 - (a) Three (3) Slab Handlers will remain (or be notified to work). They will receive and store slabs.
 - (b) The Slab Handlers that remain to receive slabs will work as a team and will move to the various locations to store slabs as they are received.
 - (c) The Slab Handlers to work on each shift for the duration of the industrial action will be determined by current overtime allocation rules.
 - (d) As determined by the overtime rules, the Slab Handlers must have the required skills to enable them to receive and store slabs as set out in this Schedule.
 - (e) The Slab Handlers may request and with the agreement of the supervisor make some other arrangements at the time, depending on the circumstances to:
 - (i) ensure safe stacking and access to slabs;
 - (ii) ensure the crew has a safe and reasonable work load;
 - (iii) ensure no hot metal is dumped and slabs are stacked in their correct storage areas.

SCHEDULE 3

PACKAGING PRODUCTS PROCEDURE TO MEET URGENT CUSTOMER NEEDS

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

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

Amcor - Melbourne, Brisbane

National Can - Melbourne, Sydney

Visypack - Melbourne, Wodonga

1. Domestic Customer will notify Customer Custodians of stock situation.
2. So as not to affect a Customer's normal operations and cause a stock out of any product (as per the definition in clause 37.4), a list of urgent despatch items already packed and awaiting despatch will be prepared by the Customer Custodian. The Customer Custodian will assess stock availability in the Tin Mill and prepare a report for the Manager Packaging Products Planning & Scheduling (or his/her deputy).
3. The report will contain details on the following:
 - name of the Domestic Customer
 - product and quantity required

destination

when it will be required

4. A copy of the report will be provided to the relevant Employee Representative and Union Office.
5. Despatches of urgent material would occur on D/S only and employees would only be required to work for the time it takes to maintain delivery of urgent customer orders and will be paid at the appropriate award rate.
6. Manning levels during this period will be negotiated on a needs basis for a minimum skeleton crew, to ensure safe and efficient despatch of urgent material:

if the industrial dispute continues for a period greater than 24 hours, the workers required will rotate through the crews;

the crew rostered during this period will not be required to work; and
if required, transport will be arranged for personnel in call out situation.

7. Maintenance personnel who service Packaging Products cranes will be required to perform any necessary work on equipment to allow the despatch of urgent orders. This will include situations where those employees are on strike themselves. It is anticipated that any required maintenance personnel would only need to remain at work upon commencement of industrial action if there is incomplete maintenance work that must be finished to allow urgent despatch of product.

All other circumstances where trades persons may need to attend to equipment issues to ensure urgent despatch continues can be dealt with under Clause 6 of this procedure.

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

SCHEDULE 4

PLATE MILL PROCEDURE TO MEET URGENT CUSTOMER NEEDS

Operation and Intent

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

Procedure to Meet Urgent Customer Needs

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

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

Procedure to Meet Urgent Customer Needs

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

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

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

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

The list will contain details on the following:

- name of the Customer;
- product and quantity required;
- destination;
- when it will be required to be despatched.

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

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

4. Despatch of Urgent Orders - The items listed by the Customer Service Officer(s) will then be required to be safely despatched during the industrial dispute. This shall be carried out on the following basis:
 - (a) Roster - Selection of employees required to perform the urgent despatch tasks during the dispute period shall be selected from the crew normally rostered to work the shift in dispute and the departmental overtime system shall be used to allocate individuals to the tasks required to perform the urgent despatching. Only those employees that are needed to carry out the agreed work will be required.
 - (b) Manning - A minimum number of employees will be made available as required to safely and efficiently carry out the despatch work.
 - (c) Time at Work - Employees will only be required to work for the time required to organise and complete the despatch of the items deemed urgent by the Customer Service Officer(s).
 - (d) Payment - Employees will be paid the appropriate Award rates for the time they are at work performing urgent despatch, rounded to the nearest 15 minutes.
 - (e) Despatch Methods - Despatch will occur either by lorry or rail direct to the customer or a warehouse facility used by the customer.
5. Ongoing Discussions - Discussions will be held regarding urgent despatch on an ongoing basis throughout the period of the industrial action and will occur at 7.20 am on the day shift, 3.20 pm on the afternoon shift and 11.20pm on the night shift, or as otherwise necessary.
6. Residual Processing Work - In an event that there is a residual amount of an order to be processed to enable despatch of it to occur and there are special or urgent considerations applying to the order, these circumstances shall be raised and discussed between the relevant Company representatives and the relevant employee representatives with the view to reaching agreement. Residual processing could include shearing of product, gas cutting of product, levelling of product, grinding of blemishes on urgent product and remarking of product. If no agreement is reached then either party may seek the assistance of the Commission.
7. Maintenance Work - Where a piece of equipment is broken down that is required to facilitate the despatch of urgent product the necessary Plate Mill maintenance personnel will also be required to attend work for the duration of the time required to fix the equipment breakdown. This will also include situations where the necessary Plate Mill maintenance personnel are on strike themselves. Refer to arrangements in point 4 of this procedure for determining the required roster, manning, time at work and payment for maintenance personnel required to fix the equipment breakdown. The performance of maintenance work also includes contractors required to repair/maintain despatch related equipment (eg, cranes/forklifts).
8. Disagreement Regarding "Urgent Orders" - Where a disagreement arises concerning urgent orders determined by the Customer Service Officers, product will be despatched as per the sheet. A meeting regarding the disagreement can be called during the stoppage or at the conclusion of the industrial disputation when employees have returned to work. If requested this will generally involve Customer Service/Logistics, Operations, Union officials and Employee representatives in an effort to resolve the disagreement. If the parties are unable to agree then the issue will be referred to the Commission for resolution.
9. Redress if product is not urgent - If during the process described in point 8 of this procedure it has been demonstrated that the Company knowingly had despatched product that was not urgent (by definition of clause 37.4.11 of this Award), the unions may make application to the Commission of an industrial dispute for the removal (in part or whole) of the Urgent Despatch provisions (subclause 37.4). The unions bear the onus of making out a case for such removal. The Commission's determination shall be binding on the parties.

SCHEDULE 5

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

Operation and Intent

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

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

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

Procedure

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

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

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

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

The Customer Custodians are in contact daily with our major domestic customers and less frequently with our smaller customers. The Customer Custodian prepares a daily Priority Despatch sheet that is used in day to day despatch operations. This sheet highlights any urgent despatches or stock out situations.

name of the Customer;

product and quantity required;

destination for delivery;

when it will be required.

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

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

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

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

The performance of maintenance work also includes contractors required to repair/maintain despatch related equipment (eg, cranes/forklifts).
7. Residual Processing Work - There may be instances where some residual work needs to be completed to allow urgent orders to be processed and despatched. Discussions will be held with a view to reaching agreement to perform this residual work. If no agreement is reached then either party may seek the assistance of the Commission.

8. Disagreement Regarding "Urgent Orders" - Where a disagreement arises concerning urgent orders, orders as determined by the Customer Custodian Officer must still be despatched. Either during the stoppage or at the conclusion of the industrial disputation and employees have returned to work, a discussion will be held which will generally involve Customer Custodian/Logistics, Operations, Union officials and Employee representatives in an effort to resolve the disagreement. If the parties are unable to agree then the issue will be referred to the Commission for resolution. If there is a disagreement about what is urgent during strike action, the despatch of product will continue even once the Commission is involved.
9. Areas not on strike - Whilst HCPD employees are on strike, all other areas of the site will continue to perform their normal work. This may require product to be placed in other areas and/or transported to allow operations to continue as long as possible. This includes planned maintenance work being performed in the area(s) of the employees on strike.
10. Redress if product is not urgent - If during the process described in point 8 above it has been demonstrated that the Company knowingly had product despatched that was not urgent (by definition of clause 37.4.11 of this Award), the unions may make application to the Commission of an industrial dispute for the removal (in part or whole) of the Urgent Despatch provisions (subclause 37.4). The unions bear the onus of making out a case for such removal. The Commission's determination shall be binding on the parties.

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

P. J. SAMS *D.P.*

J. P. GRAYSON *D.P.*

B. W. O'NEILL, Commissioner.

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(624)

SERIAL C3221

**SCHOOL SUPPORT STAFF (COUNTRY AND REGIONAL DIOCESES)
(STATE) AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1684 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete the reference to the Australian Services Union of NSW in subclause (viii) of clause 3, Definitions, of the award published 13 July 2001 (326 I.G. 1) and insert in lieu thereof the following:

New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union
2. Delete paragraph (a) of subclause (iii) of clause 6, Wages, and insert in lieu thereof the following:
 - (a) An employee who has responsibility for the operation of the canteen or uniform shop and, where relevant, supervision of other employees or volunteers, shall be classified at Level 2 of the award. All other employees in the canteen stream shall be appointed at Level 1.
3. Delete paragraph (c) of the said subclause (iii).
4. Delete the words "from January 2001" in subclause (i) of Clause 17, Sick Leave.
5. Delete the words "on or after 1 January 1998" in paragraph (a) of subclause (vi) of the said clause 17.
6. Delete subclauses (d) and (e) of clause 34, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 July 2004.

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

P. J. SAMS *D.P.*

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(348)

SERIAL C3086

GELATINE AND GLUE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1655 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete the words "level state" appearing in the box titled "Gelatine Worker Grade 5" in subclause (a) of clause 2, Classification Structure, of the award published 22 February 2002 (331 I.G. 679).
2. Delete the words "referred to in the Industrial Committee" appearing in subclause (d) of clause 12, Annual Leave, and insert in lieu thereof the following:

dealt with under clause 29, Grievance Procedure
3. Delete subclause (d) of clause 33, Area, Incidence and Duration, and insert in lieu thereof the following:

(d) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 July 2004.

P. J. SAMS *D.P.*

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(301)

SERIAL C3233

ENGINE DRIVERS, &c., GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1658 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete the word "men" appearing in subclause 4.17, of clause 4, Definitions, of the award published 2 November 2001 (329 I.G 164), and insert in lieu thereof the following:

employees
2. Delete the reference "30.2(c)" appearing in subclause 9.2, of clause 9, Payment of Wages, and insert in lieu thereof the following:

20.2(c)
3. Delete the reference "clause 10" appearing in subparagraph (iii), of paragraph (a), of clause 9.3, Payment of Wages, and insert in lieu thereof the following:

clause 18
4. Delete the word "/her" appearing in subclause 9.7, of clause 9, Payment of Wages.
5. Delete the reference "7.3" appearing in subclause 9.10, of clause 9, Payment of Wages, and insert in lieu thereof the following:

9.3
6. Delete the reference "clause 10" wherever appearing in clause 11, Training, and insert in lieu thereof the following:

Clause 12

7. Delete the reference "clause 31" appearing in paragraph (f), of subclause 11.4, of clause 11, Training, and insert in lieu thereof the following:

clause 33
8. Delete the reference "clause 19" appearing in subclause 14.2, of clause 14, Contract of Employment, and insert in lieu thereof the following:

clause 27
9. Delete the reference "clause 35" appearing in paragraph (a), of subclause 14.3, of clause 14, Contract of Employment, and insert in lieu thereof the following:

clause 38
10. Delete the reference "clause 18" appearing in paragraph (a), of subclause 16.3, of clause 16, Part-Time Employment, and insert in lieu thereof the following:

clause 31
11. Delete the reference "clause 13" appearing in subclause 16.4, of clause 16, Part-time Employment, and insert in lieu thereof the following:

clause 21
12. Delete the reference "clause 18" appearing in paragraph (a), of subclause 19.1, of clause 19, Shift Work, and insert in lieu thereof the following:

Clause 20
13. Delete the reference "clause 35" appearing in subclause 20.4, of clause 20, Implementation of 38-Hour Week, and insert in lieu thereof the following:

clause 33
14. Delete the word "/her" wherever appearing in subclause 20.7, of clause 20,. Implementation of 38-Hour Week, and insert in lieu thereof the following:
15. Delete the reference "subclause (v)" appearing in paragraph (d), of subclause 21.2, of clause 21, Overtime, and insert in lieu thereof the following:

subclause 21.5
16. Delete the word "man" appearing in subclause 22.4, of clause 22, Meal Intervals, and insert in lieu thereof the following:

person
17. Delete the reference "Item 12" appearing in paragraph (a), of subclause 23.3, of clause 23, Meal Interval During Overtime, and insert in lieu thereof the following:

Item 13
18. Delete the reference "clause 24" appearing in paragraph (a), of subclause 24.3, of clause 24, Work on Sundays and Public Holidays, and insert in lieu thereof the following:

clause 26

19. Delete the reference "subclause (ii)" appearing in subclause 31.3, of clause 31, Annual Leave, and insert in lieu thereof the following:

subclause 31.2
20. Delete the reference "subclause 32.13" appearing in subclause 31.8, of clause 31, Annual Leave, and insert in lieu thereof the following:

subclause 31.13
21. Delete the reference "subclause 29.13" wherever appearing in paragraph (b), of subclause 31.10, of clause 31, Annual Leave, and insert in lieu thereof the following:

subclause 31.13
22. Delete the reference "subclause 31.11 of clause 7" wherever appearing in subclauses 31.13 and 31.14, of clause 31, Annual Leave, and insert in lieu thereof the following:

clause 9,
23. Delete the reference "clause 3" wherever appearing in clause 38, Redundancy and Technological Change, and insert in lieu thereof the following:

clause 5
24. Delete the words "Employment National", "Commonwealth Employment Service" and "Department of Social Security" appearing in paragraphs (f) and (g), of subclause 38.4, of clause 38, Redundancy and Technological Change, and insert in lieu thereof the following:

Centrelink
25. Delete subclause 40.1, of clause 40, Area, Incidence and Duration, and insert in lieu thereof the following:

40.1 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act, 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 1 July 2004

This award remains in force until varied or rescinded, the period for which it was made already having expired.
26. Delete the reference "clause 3" appearing in subclause 40.4, of clause 40, Area, Incidence and Duration, and insert in lieu thereof the following:

clause 5

P. J. SAMS *D.P.*

(2114)

SERIAL C3224

RETAIL INDUSTRY (STATE) SUPERANNUATION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1672 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete the words "Clause 3, Funds" appearing in clause 2, Definitions, of the award published 26 October 2001 (328 I.G. 1297) and insert in lieu thereof the following:

Clause 3, Fund.

2. Delete the word "unions" appearing in paragraph (iv), of subclause (c), of clause 10, Exemption and insert in lieu thereof the following:

union(s)

3. Delete clause 12, Area, Incidence and Duration and insert in lieu thereof the following:

12. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Retail Industry (State) Superannuation Award published on the 2 November 1990 (259 IG 913) and all variations thereof. This Award shall apply to all eligible employers in the State of New South Wales in respect of their eligible employees who are employed under:

Shop Employees' (State) Award (other than Retail Merchandisers)

Clerical Employees in Retail (State) Award.

Retail Services Employees' (State) Award

Saddlery, Leather, Canvas and Plastic Material Workers' (State) Award

Miscellaneous Workers' General Services (State) Award

Restaurant Employees' Retail Shops (State) Award

Security Industry (State) Award

Excluding the County of Yancowinna and also excluding employees who are already covered by an Occupational Superannuation Award existing at the time of making this Award.

No employer or employee shall be excluded from this Award on the basis of existing voluntary superannuation arrangements.

No employer shall be required to contribute an additional 3% contribution as a result of the making of this Award if such employer has already commenced payment of a 3% benefit in accordance with the Wage Fixing Principles.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 1 July 2004.

This Award published on 2 November 1990 took effect from the first full pay period on or after 1 January 1989 (except for those employers in the Metal Industry who are named in Industrial Agreements made pursuant to Subclause (b) of Clause 10 EXEMPTIONS for whom the operative date shall be 1 July 1989).

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

P. J. SAMS *D.P.*

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(285)

SERIAL C3249

DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1680 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete clauses 43A, Deduction of Union Membership Fees, and 44, Area, Incidence and Duration, of the Arrangement of the award published 1 June 2001 (325 I.G. 1) and insert in lieu thereof the following:

44. Deduction of Union Membership Fees

45. Area, Incidence and Duration

2. Renumber subclauses (i) and (ii) of clause 7, Flexibility, to read as subclauses (a) and (b).
3. Delete subclause (g) of clause 8, Enterprise Arrangements, and insert in lieu thereof the following:
 - (g) The operative date for an enterprise arrangement shall be no earlier than the date of approval by the Industrial Relations Commission, except that the Industrial Relations Commission may approve an earlier operative date to achieve consistency with the operative date of an enterprise arrangement which has earlier been approved by the Australian Industrial Relations Commission.
4. Delete clause 10, Redundancy, and insert in lieu thereof the following:

10. Redundancy

- (a) Application
 - (i) In respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of subclause (d) of this clause.
 - (ii) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (iii) Notwithstanding anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or, in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (b) Introduction of Change
 - (i) Employer's duty to notify
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
 - (ii) Employer's duty to discuss change
 - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in the said paragraph (i).
 - (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (c) Redundancy
 - (i) Discussions before termination
 - (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (1) of paragraph (i) of subclause (b) of this clause, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
 - (2) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of the said subparagraph (1) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(d) Termination of Employment

- (i) Notice for changes in production, programme, organisation or structure

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, organisation or structure, in accordance with subparagraph (1) of paragraph (i) of subclause (b) of this clause:

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

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.

- (ii) Notice for technological change

This paragraph sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with subparagraph (1) of paragraph (i) of subclause (b) of this clause.

- (1) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

- (iii) Time off during the notice period

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) Employee leaving during the notice period

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

(v) Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(vi) Notice to Centrelink

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

(vii) Centrelink Employment Separation Certificate

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

(viii) Transfer to lower-paid duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause (b) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

(e) Severance Pay

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

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

Years of Service	Under 45 years of age entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks

3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Years of Service	45 years of age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with this award.

(ii) Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.

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

(iii) Alternative employment

Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (i) if the employer obtains acceptable alternative employment for an employee.

(f) Grievance and Dispute Resolution Procedure

(i) Procedures relating to grievances of individual employees

- (1) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (2) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (3) Reasonable time limits must be allowed for discussion at each level of authority.
- (4) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (5) While a procedure is being followed, normal work must continue.
- (6) The employee may be represented by an industrial organisation of employees.

- (ii) Procedures relating to disputes, etc., between employers and their employees
 - (1) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (2) Reasonable time limits must be allowed for discussion at each level of authority.
 - (3) While a procedure is being followed, normal work must continue.
 - (4) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.
- 5. Delete the word "he" in paragraph (ii) of subclause (b) of clause 21, Annual Leave, and insert in lieu thereof the following:

he/she

- 6. Delete subclause (b) of clause 22, Annual Holidays Loading, and insert in lieu thereof the following:
 - (b) Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then, before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause. (Note - the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (f) of this clause).
- 7. Delete the introductory paragraph of clause 23, Sick Leave, and insert in lieu thereof the following:

An employee, who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workers' Compensation Act 1987*), not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rate of pay for the time of such non-attendance subject to the following:

- 8. Delete clause 24, Personal/Carer's Leave, and insert in lieu thereof the following:

24. Personal/Carer's Leave

- (a) Use of Sick Leave
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 23, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:

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 stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 4. a same-sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 5. a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (A) "relative" means a person related by blood, marriage of affinity;
 - (B) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (C) "household" means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (b) Unpaid Leave for Family Purpose
- (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 member of a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) of this clause who is ill.
- (c) Annual Leave
- (i) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (d) Time Off in Lieu of Payment for Overtime
- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry date of the 12 month period or on termination.
 - (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.
- (e) Make-up Time
- (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (f) Rostered Days Off
- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (ii) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
 - (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (iv) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
9. Delete subclause (c) of clause 25, Bereavement Leave, and insert in lieu thereof the following:
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave in subparagraph (2) of paragraph (iii) of subclause (a) of clause 24 of this award, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
10. Delete subclause (e) of the said clause 25 and insert in lieu thereof the following:
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (a), (b), (c), (d), (e) and (f) of the said clause 24. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirement of the business.
11. Delete the word "rooms" in subclause (i) of clause 28, General Conditions, and insert in lieu thereof the following:
- room
12. Delete the references to the *Factories, Shops and Industries Act 1962* in subclauses (k) and (l) the said clause 28 and insert in lieu thereof the following:

Shops and Industries Act 1962

13. Delete the word "his" in paragraph (iii) of subclause (o) of the said clause 28 and insert in lieu thereof the following:

his/her

14. Delete clause 30, Method of Payment of Wages, and insert in lieu thereof the following:

30. Method of Payment of Wages

- (a) Subject to the remainder of this clause, payment of wages may, at the employers election be made by means of payment by cash or Electronic Funds Transfer, provided that payment by electronic funds transfer shall not be used wherever its use would create harsh or unreasonable circumstances for employees.
- (b) Wherever wages are paid by Electronic Funds Transfer under subclause (a) above, the employer shall meet the following costs:
- (i) Where required an employee's single account establishment charge.
 - (ii) The cost of a single deposit of wages in the employee's account including government charges.
 - (iii) The cost of single withdrawal of each deposit of wages from an employee's account.
- (c) Nothing in this clause shall change existing site practices for payment by Electronic Funds Transfer which were existing at the date of this variation.
15. Delete clause 35, Union Delegate, and insert in lieu thereof the following:

35. Union Delegate

An employee appointed union delegate in the shop or department in which he/she is employed shall upon notification thereof to his/her employer, be recognised as the accredited representative of the Shop, Distributive & Allied Employees' Association, New South Wales, and/or The Australian Workers' Union New South Wales Branch and/or the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern New South Wales.

16. Delete clause 39, Superannuation, and insert in lieu thereof the following:

39. Superannuation

- (a) Definitions

In this clause:

- (i) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by a deed made 14 October 1987 and includes any superannuation scheme which may be made in succession thereto.
- (ii) "CARE" means the Clerical Administrative Retail Employees occupational superannuation fund constituted by a deed made 18 September 1986 and includes any superannuation scheme which may be made in succession thereto.
- (iii) "Eligible employees" means:

- (1) a weekly employee (including a part-time employee) who has had 4 weeks' continuous service with the employer; or
 - (2) a casual employee who has had 76 hours' or 4 weeks' service with the employer, whichever period is the longer.
- (iv) "Service with the employer" means employed to work in an establishment where such employment is governed by the terms of the Drug Factories (State) Award (hereinafter referred to as "the award").
- (v) "Ordinary-time earnings" means:
- (1) in the case of a weekly employee, his/her classification's weekly rate of pay, plus, where applicable, special rates, shift allowance rates or first-aid attendant rate for ordinary hours of labour;
 - (2) in the case of a part-time employee, the number of ordinary hours worked in each week multiplied by the appropriate hourly rate for the classification of the employee, plus, where applicable, special rates, shift allowance rates, and first-aid attendant rate for ordinary hours of work;
 - (3) in the case of a casual employee, the number of ordinary hours worked in each week multiplied by the appropriate hourly rate for the classification of the employee for ordinary hours of work (including, where applicable, special rates, shift allowances rates, or first-aid attendant rate) plus 17 1/2 per cent of that sum, for ordinary hours of work.
- (vi) "Classification's rate of pay" and "special rates" shall mean the relevant amounts prescribed in clause 3, Wages.
- (vii) "Shift allowance rates" shall mean the relevant amounts and/or premium prescribed in subclauses (c), (d) and (e) of clause 15, Shift Work, of this award.
- (viii) "First-aid attendant rate" shall mean the relevant amount prescribed in subclause (q) of clause 28, General Conditions, of this award.
- (ix) Ordinary-time earnings shall also include any "over-award payment".
- "Over-award payment" means the amount (whether it be termed "over-award payment", "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the award rate of pay for the classification in which such an employee is engaged. Provided that such payment shall exclude payments related to overtime, shift premiums, penalty rates and meal money allowance and any other ancillary payment of a like nature prescribed by this award.
- (x) "Union" means The Australian Workers' Union, New South Wales Branch, and/or the Shop, Distributive and Allied Employees' Association, New South Wales, and/or the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales.
- (xi) "The fund" means as follows:
- (1) An approved superannuation fund to which an employer, prior to 21 February 1989, was making contributions on behalf of employees, where such contributions were intended to be in satisfaction of the Superannuation Principle adopted by the State Wage Case of 1986, as varied from time to time by subsequent State Wage Case decisions, provided that this provision shall not be applicable to an employer unless such employer, on or before 14 July 1989, files with the Industrial Registrar an election to adopt such fund and such

election is not disallowed by order of the Commission after hearing the employer and the relevant union.

An election under this subparagraph shall set out the name and date of inception of the fund and the extent of contributions per employee, together with information relevant to establishing that the fund is an approved fund and that contributions were intended to be in satisfaction of the Superannuation Principle.

- (2) Notwithstanding the above, where an employer, prior to 21 February 1989, is not making the contributions specified in subparagraph (1) hereof, then it shall be ASSET or CARE as determined by the majority of the award-covered employees.
 - (3) For the purpose of this paragraph an approved superannuation scheme means a scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
- (xii) "Trustee" means either the trustee of the approved superannuation fund referred to in subparagraph (1) of paragraph (xi) of this subclause or the trustee of ASSET or CARE (whichever is the case).
- (b) Enrolment
- (i) Each employer shall:
 - (1) as soon as practicable, if they have not already done so, after 21 February 1989, enter into a Deed of Adoption or a Deed of Adherence (whichever is the case) with the Trustee acknowledging itself to be bound by the fund trust deed; and
 - (2) take all necessary steps to ensure that each of his/her eligible employees becomes a member of the fund.
 - (ii) Each eligible employee shall join the fund.
- (c) Employer Contributions
- (i) Each employer shall pay to the Trustee in respect of each eligible employee an amount equal to 3 per cent of the employee's ordinary time earnings from 21 February 1989.
 - (ii) When an employee provided for in paragraph (iii) of subclause (a) of this clause becomes an eligible employee, the employer shall pay contributions for the qualifying period.
- (d) Remitting Payments
- Each employer shall remit to the Trustee of the fund all payments due in respect of his/her employees immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the Trustee and the employer.
- (e) Records
- The employer shall retain all records relating to the calculation of payments due to the fund in respect of each employee and such records shall be retained for a period of six years. They shall be available for inspection by:
- (i) the officials of the union; or
 - (ii) representatives of the Trustee.
- (f) Statement of Contributions

The employer shall provide to each employee a statement setting out the amount of contributions made on the employee's behalf into the fund, together with details of any authorised employee contributions made in accordance with subclause (i) of this clause.

In the case of persons employed on a seasonal basis only, such statement shall be provided at the completion of the relevant season.

In the case of other employees, such statement shall be provided yearly, at the anniversary of their membership of the fund or employment.

(g) Unpaid Contributions

Where an employer has failed, pursuant to subparagraph (1) of paragraph (i) of subclause (b) of this clause, to make application to participate in the fund, the employer shall make application to participate in the fund and upon acceptance by the Trustees shall make an initial contribution to the fund, in respect of each eligible employee, equivalent to the contributions which would have been payable under subclause (c) of this clause, had the employer made application to participate in the fund and been accepted by the Trustee prior to 21 February 1989 after which the employer shall then continue to make payments as prescribed by this clause. Other than for backpayment of contributions, the employee shall not be entitled to death and disability cover until such time as the employer becomes a member of the fund, that is, the date of acceptance by the Trustees. Provided that the employer's protection in relation to death and disability cover shall be limited for a period of six months from 21 February 1989.

(h) Exemptions

- (i) An employer may apply in writing to the Industrial Registrar for an exemption within 90 days from 21 February 1989, which is the date of the ratification of this clause by the Industrial Commission of New South Wales in Matter No. 793 of 1988.
- (ii) Notwithstanding the provisions of paragraph (xi) of subclause (a) of this clause, the fund, in the case of Soul Pattinson Laboratories Pty Ltd, Soul Manufacturing Pty Ltd and Washington H. Soul Pattinson Ltd, shall be the Retail Employees Superannuation Trust Fund.
- (iii) Notwithstanding the provisions of the said paragraph (xi), the fund, in the case of Astra Pharmaceuticals Pty Ltd, shall be the Astra Pharmaceuticals Productivity Superannuation Fund.
- (iv) R and C Products Pty Limited shall be exempt from the provisions of this clause.
- (v) Merck Sharp and Dohme (Australia) Pty Limited shall be exempt from the provisions of this clause.
- (vi) Notwithstanding the provisions of the said paragraph (xi), the fund, in the case of Abbott Australasia Pty Ltd, shall be the Abbott Employees Superannuation Fund. Provided that, in the event that the Abbott Employees Superannuation Fund ceases to be an approved superannuation scheme, as defined by subparagraph (3) of the said paragraph (xi), then Abbott Australasia Pty Ltd shall cease to be exempt from subparagraph (2) of the said paragraph (xi).

(i) Employee Contributions

Employees employed in the industry who may wish to make contributions to the fund additional to those being paid pursuant to subclause (c) of this clause shall be entitled to authorise his/her employer to pay into the fund from the employee's wages, amounts specified by the employee in accordance with the fund trust deed and rules.

(j) Statement of Service

For the purpose of ensuring that an employee may prove his/her service in the industry so as to become an eligible employee, each employer shall, if requested by an employee, provide such an employee with a written statement setting out the dates of employment with the employer.

18. Delete the reference to clause 44, Area, Incidence and Duration, in paragraph (a) of subclause A of clause 42, Training Conditions, and insert in lieu thereof the following:

clause 45, Area, Incidence and Duration

19. Renumber clauses 43A, Deduction of Union Membership Fees, and 44, Area, Incidence and Duration, to read as clauses 44 and 45.

20. Insert after subclause (c) of clause 45, Area, Incidence and Duration, the following new subclauses:

- (d) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 July 2004.
- (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(241)

SERIAL C3104

RETAIL SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees and another.

(Nos. IRC 37579 and 3580 of 2004)

Before Commissioner Macdonald

15 July 2004

VARIATION

1. Delete the amount "\$57.60" appearing in subclause (c), of clause 19, Supported Wage System for Workers with Disabilities, of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

\$60.00

2. Delete clause 22, Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

22. Wages

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

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

Table 1 - Total Rates

Classification	Former Rate Per Week \$	SWC 2004 \$	Total Rate Per Week \$
Propagator/Gardner	478.80	19.00	497.80
Retail Building Assistant	506.80	19.00	525.80
Retail Security Assistant			
Gatekeeper	506.80	19.00	525.80
Security Guard	506.80	19.00	525.80
Security Guard - Tell Tale	506.80	19.00	525.80

Security Guard - Additional duties	506.80	19.00	525.80
Retail Services Assistant			
Tea Attendant	487.60	19.00	506.60
Cleaner	487.60	19.00	506.60
Parking Attendant	487.60	19.00	506.60
Lift Attendant	487.60	19.00	506.60
Garden Hand	459.60	19.00	478.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$	
1	4(B)(iii)(a)	Broken Shift Allowance	10.82 per shift	
2	4(B)(iii)(b)	Excess Fares Allowance	7.00 per week	
3	7(i)	Leading Hands 1 to 5 employees	Per week 22.50	Per day 4.50
4		6 to 10 employees	25.50	5.10
5	7(ii)	First Aid	12.30 per week	
6			2.46 per day	
7	7(iii)	Qualification Allowance	15.10 per week	
8			3.02 per day	
9	7(iv)	Gun Allowance	1.74 per shift	
10		Maximum payment of	8.70 per week	
11	7(v)	Use of multi-purpose machines and other mobile sweeping machines, mechanical equipment, operate fork lifts	1.94 per shift	
12	7(vi)	Refuse disposal (Retail Services Assistant)	0.78 per hour	
13		Maximum payment of	15.60 per week	
14	7(vii)	Toilet cleaning, work on outside steps, marble, brass etc., which necessitates kneeling	7.80 per week	
15			1.56 per day	
16	7(xi)	Horticultural Certificate Course	15.10 per week	
17	8	Retail Building Assistant provided with accommodation	Deduction of not more than 12.10 per week	

3. Delete items 1 to 4, 6 to 16 and 18 to 23 of Table 2 - Other Rates and Allowances appearing in the Appendix and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	1.94 per shift
2	5(a)	Night interval employees (working one night per week)	3.06 per shift
3	6(i) (b),(c) 36(i)(d) 36(ii)(a)	Meal Allowances	10.10
4	6(ii) 16(vii)	Breakfast Allowance	5.40
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.60 each night
7	25(i)	Laundry Allowance (if any article requires ironing): Full-time employee	8.40 per week

		Part-time and casual employee Maximum payment Laundering allowance (if non of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	2.85 per shift 8.40 per week 5.10 per week 1.70 per shift 5.10 per week
8	38(1)(i)2(b)	Window Dressers under the age of 21	7.85 per week
9	35(i)(a)	Section Head	11.40 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	25.90 per week

11	35(i)(c)	Employee with a licence under the <i>Liquor Act</i> 1982	17.80 per week
12	35(ii)(a)	Employee delivering goods	3.90 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	37.70 per week 7.54 per day
14	35(ii)(c)	First-aid attendant	1.50 per day
15	35(ii)(d)	Employee engaged to speak a second language	7.60 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	15.20 per week 7.60 per week
18	35(iv)	Motor Car Allowance: up to and including 2000cc over 2000cc allowance per kilometre travelled	102.60 per week 122.30 per week 0.31 per km
19	35(iv) 35(iv)	Allowance for kilometre travelled: car under and including 2000cc car 2000cc Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.47 per km 0.51 per km 0.557 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	7.30 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	10.95 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	14.60 per week
23	36(i)(a) 36(ii)(b)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age Saturday Loading - Adult Employees Under 21 years	13.19 per hour 12.89 per hour 5.50 3.65

4. Insert after subclause (iv), of clause 15, Overtime, of the Appendix, the following new subclause:

- (v) Subject to clause (v)(a) an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for by this Award.
 - (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (b) For the purposes of clause (v)(a) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;

- (ii) the employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

5. This variation shall take effect from the first full pay period commencing on or after 28 July 2004.

A. W. MACDONALD, Commissioner.

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(675)

SERIAL C3024

TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3984 of 2004)

Before The Honourable Justice Marks

16 July 2004

VARIATION

1. Delete clause 4, Arbitrated Award Safety Nets and Further Claims, of the award published 15 September 2000 (318 I.G. 806), and insert in lieu thereof the following:

4. Arbitrated Award Safety Nets and Further Claims

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

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

PART B**MONETARY RATES****Table 1 - Wages (Division A - General Rates)**

Classification	Rate Per Week \$
Transport Worker Grade One	522.40
Transport Worker Grade Two	536.00
Transport Worker Grade Three	545.40
Transport Worker Grade Four	553.60
Transport Worker Grade Five	576.70
Transport Worker Grade Six	582.00
Transport Worker Grade Seven	598.40
Transport Worker Grade Eight	628.90

Transport Worker Grade Nine	553.90
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Table 2 - Allowances

Item	Clause	Description	Rate \$
1	9	Driving more than one horse	14.85 per horse
2	9	Removal and delivery of furniture, etc.	4.66 per day or part thereof
3	9	Wharves and railway yards	4.66 per day or part thereof

Table 3 - Wages (Clause 14 - Juniors)

Item	Clause	Age	Percentage of Transport Worker Grade One or Two
1	12	At 18 years of age	75
	12	At 19 years of age	85
	12	At 20 years of age	90

Table 4 - Additional Payments and Allowances

Item No.	Clause No.	Description	Rate \$
1	13(a)	Amount collected per week More than \$30 but not more than \$150	4.45 per week
2		More than \$150 but not more than \$250	6.31 per week
3		More than \$250 but not more than \$400	9.11 per week
4		More than \$400 but not more than \$600	13.30 per week
5		More than \$600	17.60 per week
6	13(b)(iv)(c)	Travelling and living away expenses	31.30 per day
7	13(b)(v)	Weekend / Holiday Expenses	29.05 per day
8	13(b)(vii)	Camping Out Allowance (Weekly)	67.45 per week
9	13(b)(vii)	Camping Out Allowance (less than 7 days)	9.85 per day
10	13(c)	Garaging or stabling	16.25 per week
11	13(d)	First Aid Officer	1.86 per day
12	15(D)(iii)	Minimum payable during a trial period	55.89 per week
13	17(a)(ii)	General Shops - Casual employees working on a Saturday: Engagements up to and incl. four hours - - Adult Employees - Employees under 21 years of age Engagements exceeding four hours - - Adult Employees - Employees under 21 years of age	5.43 per shift 3.62 per shift 11.18 per shift 6.16 per shift
14	17(a) (ii)	Special and Confection Shops - Casual employees working on a Saturday: - Adult Employees - Employees under 21 years of age	5.43 per shift 3.62 per shift
15	17(c)(ii)	Confection Shops finishing after 10pm.	1.55 per night
16	23(i)	Meal Allowance	9.35 per meal
17	23(ii)	Breakfast Allowance - (Confection Shops Only)	9.35 per meal

Table 5 - Long Distance Rates

Rate = 26.94 cents per kilometre

3. This variation shall commence from the first pay period commencing on or after 18 July 2004.

F. MARKS *J.*

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(131)

SERIAL C3118

CLERICAL EMPLOYEES IN RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3951 of 2004)

Before Commissioner Macdonald

15 July 2004

VARIATION

1. Delete subclause (vi) of Clause 10 Classification Structure and Wages, of the award published 11 August 2000 (317 I.G. 778), as varied, and insert in lieu thereof:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case of 2004. These Adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclause (i) of Table 1 - Wages 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 - Wages

The following minimum rates of wages shall take effect from 28 July 2004.

- (i) Adults

Grade	Weekly Rate Pre SWC 2004 \$	SWC2004 \$	Weekly Rate \$
1	487.60	19.00	506.60
2	506.80	19.00	525.80
3	542.20	19.00	561.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(iii)(b)	Overtime/meal money excess of 1 hour excess of 5 hours	9.90 9.90
2	9(iii)	Casual Employees' Loadings for Certain Ordinary Hours (a) For engagements up to and including four hours (any length of engagement for Special and Confection Shops) Adult males and adult females Employees under 21 years of age	5.65 3.75
		(b) For engagements exceeding four hours (general shops only) Adult males and adult females Employees under 21 years of age	11.50 6.35
3	10 (iv)	First-aid attendant	1.50
4	10(v)	Extra language spoken	7.60
5	19	Meal Allowance Meal allowance/Sunday beyond 1 pm Meal allowances/late trading night	9.90 9.90
6	35 (ii)	Vehicle Allowances Bicycle Motorcycle Motor car - up to 2,000cc Motor car - up to 2,000 cc and over	9.85 per week 29.45 per week 102.45 per week 122.10 per week
7	35(ii)	Occasional Use of Own Car for Business up to 2,000cc 2,000 cc and over	0.47 per km 0.51 per km
8	35(iii)	Laundry Allowance Part-time and casual Maximum payment Articles made of nylon or similar material Part-time and casual Maximum payment	8.35 per week 2.82 per shift 8.35 per week 5.04 per week 1.65 per shift 5.04 per week

3. This variation shall take effect from the first full pay period to commence on or after 28 July 2004.

A. W. MACDONALD, Commissioner.

(005)

SERIAL C3197

AERATED WATERS, &c. (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 3291 of 2004)

Before Commissioner O'Neill

19 July 2004

VARIATION

- Delete clause 6, State Wage Case Adjustments, of the award published 22 February 2002 (331 I.G. 498) and insert in lieu thereof the following:

6. State Wage Case Adjustments

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

- any equivalent over-award payments; and/or
 - award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
- Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

No.	Classification	Wage Total \$
	For establishments with a flow rate of 7000 litres per hour or more -	
1.	Syrup maker whose syrup room operations are computerised	507.30
2.	Cordial and/or syrup maker using recipes or formulae	498.80
3.	Pre-mixer filler operator	488.10
4.	Employees who, under the direction of the employer or manager or foreman, are	

	in charge of the running adjustment or running maintenance of automatic carbonating and/or fruit juice or aerated waters machinery or plant and/or syrup filler operator	474.90
5.	Assistant syrup maker	474.90
6.	Employee engaged on routine in-line testing	474.90
7.	Employee operating labelling palletising or de-palletising, case packing or unpacking or carton packing machines	473.30
8.	Storeman (as defined)	467.40

9.	Employees engaged on bottling or canning line operations, including operating bottle washer, removing empty bottles from cases or placing empty bottles on conveyors, sight inspecting, filling cases with full bottles and stacking cases on pallets, fruit juice extracting cordial and/or syrup room (other than in Classification No. 1, 2 and 5), loader on or off motor trucks, cleaner, storeman and warehouse employee, store assistant (as defined), plastic blow moulding machines operator and/or employee attending, feeding or operating shrink wrap machine	467.40
10.	Case, crate, box and/or pallet repairer	467.40
11.	Forklift driver with lifting capacity of: (a) up to and including 5000 kg (b) over 5000 kg and/or including twin forklift	486.90 498.30
12.	All other adult employees	467.40
13.	Trainee - first 4 weeks of service	467.40
	Motor wagon drivers - The rate of wages prescribed by the Transport Industry (State) Award, as varied from time to time, shall be applicable to employees classified as motor wagon drivers.	
	For establishments with a flow rate of less than 7000 litres per hour -	
14.	Grade 1B Soft Drink Industry Employee	467.40
15.	Grade 2B Soft Drink Industry Employee	484.10
16.	Grade 3B Soft Drink Industry Employee	512.60
17.	Grade 4B Soft Drink Industry Employee	527.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(iii)	Employees handling caustic soda	0.64 per hour extra
2	4(iv)	Employees working in a cold room	0.54 per hour extra
3	4(v)	Leading Hands - 3 to 10 employees More than 10 employees	18.35 per week extra 29.30 per week extra
4	4(vi)	First-aid Attendant	2.26 per day or shift

3. This variation shall take effect from the first full pay period to commence on or after 6 August 2004.

B. W. O'NEILL, Commissioner.

(4008)

SERIAL C3257

NEWCASTLE CITY COUNCIL EMPLOYEES' AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Newcastle City Council.

(No. IRC 4892 of 2004)

Before The Honourable Mr Deputy President Harrison

13 September 2004

VARIATION

1. Delete paragraph 1, of subclause 5, of clause 8, Expenses and Allowances, of the award published 13 February 2004 (343 I.G. 228), and insert in lieu thereof the following:

8.5.1 Confined Space - A confined space means an enclosed or partially enclosed space that:

- (a) Is not intended or designed primarily as a place of work, and
- (b) Is at atmosphere pressure while persons are in it, and
- (c) May have an atmosphere with potentially harmful contaminants, an unsafe level of oxygen or stored substances that may cause engulfment, and
- (d) May (but need not) have restricted means of entry and exit.

When an employee is required to work in a confined space, or is the competent person as defined by Australian/New Zealand Standard 2865:2001 engaged in observing other employee(s) working in a confined space, they shall be paid the allowance specified in Table 3 where recompense for such activity is not incorporated in the employees normal rate of pay.

2. This variation shall take effect from the first pay period commencing on or after 6 September 2004.

R. W. HARRISON *D.P.*

(180)

SERIAL C3248

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4433 of 2004)

Before Commissioner Tabbaa

17 August 2004

VARIATION

1. Delete Table 4 - Expense Related Allowances, of Part B, Monetary Rates, of the award published 15 September 2000 (318 I.G. 645), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 4 - Expense Related Allowances

Item. No	Clause No.	Brief Description	Amount \$
1	4.3.3	Motor Vehicle Allowance	0.64/km
2	4.4.3.1	Daily average excess fares, construction work, etc, allowance	10.55 per day
3	4.4.3.2.2.2	Weekly Average Excess Fares Rate	50.10 per week
4	7.1.1	Living Away From Home Allowance	479.20 per week
5	7.3.3.1	Camping Allowance	13.55 per day
6	19.8.1 20.4.2.1	Meal allowance	8.70 per meal

2. This variation shall take effect from the first pay period to commence on or after 17 August 2004.

I. TABBAA, Commissioner.

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(558)

SERIAL C3084

PUBLIC HOSPITAL NURSES' (STATE) INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 1769 of 2004)

Before Mr Deputy President Grayson

25 June 2004

VARIATION

1. Insert in alphabetical order in clause 3, Definitions, of the award published 29 November 2002 (337 I.G. 180) the following new definitions:

"Ambulance Service" means the Ambulance Service of NSW.

"Flight Nurse" means a registered nurse employed by the Ambulance Service who is engaged in nursing duties with the Ambulance Service of New South Wales.

"Flight Hours" means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

"Ground Hours" for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; care of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

"Tour of Duty" means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

2. Delete the definition of "Hospital" in the said clause 3 and insert in lieu thereof the following:

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

3. Delete subclauses (i) and (ii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, and insert in lieu thereof the following:

(i)

- (a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00am and before 10.00am.
 - (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.
- (ii)
- (a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
 - (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.
4. Renumber subclauses (i), (ii), (iv) (v), (vi) and (vii) of clause 9, Transitional Arrangements - Registered Nurse Incremental Scale, to read as (i), (ii), (iii), (iv), (v) and (vi).
5. Insert after clause 14, Special Rates and Conditions, the following new subheading and subclauses:
- "Air Ambulance Service"
- (v) In addition to the weekly rate of pay prescribed by clause 8, Salaries, Flight Nurses shall receive the sum in Item 19 of Table 2 of Part B, Monetary Rates, as an industry allowance. This allowance shall not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. The allowance shall not be payable on annual leave, long service leave or sick leave.
 - (vi) Reserve Duty Allowance - A Flight Nurse required to stand by at a country centre outside normal rostered hours shall be paid one third of the normal hourly rate while so doing and while not engaged in actual duties.
 - (vii) Unscheduled Stopovers - A Flight Nurse required to remain away from home overnight shall be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.
 - (viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below, shall be paid unless a meal is provided.
 - (ix) The value of payments for meals shall be varied in accordance with variations to Division 3 of the Public Sector Management (General) Regulation 1996. However, such allowance is to be the average of the allowances outlined for the 3 meals specified.
6. Insert after subclause (vi) of clause 19, Uniform and Laundry Allowances, the following new subheading and subclause:
- "Air Ambulance Service"
- (vii) The Ambulance Service shall provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:
 - (a) For female employees:
 - 1 Uniform Jacket
 - 3 Culotte Mid-weight Skirts
 - 2 Winter-weight Culotte Skirts

3 Slacks

4 Blouses (2 Long-sleeve, 2 Short-sleeve)

1 Pair of Shoes

1 Handbag

1 Cardigan

1 Raincoat

1 Parka

- (b) For male employees - The equivalent items of clothing of the NSW Ambulance Service officers uniform shall be provided.

7. Insert after subclause (vi) of clause 33, Sick Leave, the following new subclause:

(vii) In addition to the sick leave prescribed in subclause (i) of this clause, Flight Nurses shall be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave shall not accumulate from year to year.

8. Insert after Item 18 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, the following new item:

19	14(v)	Industry Allowance, Flight Nurses, Ambulance Service	\$10.58 per week
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9. This variation shall take effect from the first pay period on or after 1 July 2004.

J. P. GRAYSON *D.P.*

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(558)

SERIAL C3409**PUBLIC HOSPITAL NURSES' (STATE) INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 6802 of 2001)

Before The Honourable Justice Boland

16 December 2003

VARIATION

1. Delete clause 1, Arrangement, of the award published 29 November 2002 (337 I.G. 180), and insert in lieu thereof the following:

1. Arrangement**PART A**

Clause No.	Subject Matter
34.	Accommodation and Board
26.	Annual Leave
27.	Annual Leave Loading
44A.	Anti-discrimination
50.	Area, Incidence and Duration
1.	Arrangement
18.	Car Allowance
11.	Climatic and Isolation Allowances
47.	Deduction of Union Membership Fees
3.	Definitions
37.	Deputy Directors of Nursing, Assistant Directors of Nursing
44.	Disputes
40.	Domestic Work
22.	Escort Duty
45.	Exemptions
13.	Fares and Expenses
35.	Grading Committee
36.	Gradings of Positions of Nurse Managers
20.	Higher Grade Duty
6.	Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education
4.	Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education
42.	Labour Flexibility

- 49. Leave Reserved
- 29. Long Service Leave
- 39. Medical Examination of Nurses
- 31. Military Leave
- 17. Mobility, Excess Fares & Travelling
- 2. No Extra Claims
- 16. Nurses on Secondment
- 21. Overtime
- 30. Parental Leave
- 25. Part-time, Casual and Temporary Employees
- 23. Payment and Particulars of Salaries
- 12. Penalty Rates for Shift Work and Weekend Work
- 28. Personal Carers' Leave
- 5. Pilot Roster Projects
- 38. Proportion
- 18A. Provision of Communication Device
- 48. Reasonable Workloads for Nurses
- 24. Registration or Enrolment Pending
- 32. Repatriation Leave
- 43. Right of Entry
- 7. Rosters
- 8. Salaries
- 46. Salary Packaging
- 8A. Salary Sacrifice to Superannuation
- 33. Sick Leave
- 10. Special Allowances
- 14. Special Rates and Conditions
- 15. Telephone Allowance
- 41. Termination of Employment
- 9. Transitional Arrangements - Registered Nurse Incremental Scale
- 19. Uniform and Laundry Allowances

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

- 2. Renumber the clauses in the body of the award to reflect the new Arrangement.
- 3. Insert after clause 47, Deduction of Union Membership Fees, the following new clause 48:

48. Reasonable Workloads for Nurses

- (i) To assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future, reasonable workloads for nurses are required. The employer has a responsibility to provide reasonable workloads for nurses.
- (ii) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment, based on the agreed tool(s), will take into account measured demand by way of clinical assessment, including acuity; skill mix, including specialisation where relevant; and geographical and other local requirements/resources;

- (b) the work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
 - (c) the work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse;
 - (d) the workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
 - (e) an employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature;
 - (f) an employee shall not be required to work an unreasonable amount of overtime; and
 - (g) an employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
- (iii) Reasonable Workload Tool(s)
- (a) The Reasonable Workloads Taskforce will recommend a workload management tool(s) to the Association and the Corporation.
 - (b) The parties agree that once the tool(s) is agreed the Award will be varied to include:
 - the name of the tool(s); and
 - its key characteristics, which may include a formula.
- This tool(s) may be amended by agreement from time to time and the Award will be varied to reflect the amendment.
- (iv) Role of reasonable workload committees
- (a) Reasonable workload committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses.
 - (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
 - (c) It is intended that the reasonable workload committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.
- (v) Structure of reasonable workload committees
- (a) Upon request by the Association, nurse(s) employed in a hospital or facility or the employer, a reasonable workload committee shall be established for the relevant hospital or facility. Such requests shall be made to the Chief Executive Officer of the Health Service. Where circumstances warrant and are conducive to the efficient delivery of services, a reasonable

- workload committee may be established by agreement between the Association and the employer that covers more than one hospital or facility.
- (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Area Health Service.
 - (c) Each reasonable workload committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the Health Service, hospital(s) or facility(ies) as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
 - (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
 - (e) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
 - (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.
- (vi) Grievances in relation to workload
- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 44 - Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
 - (b) A grievance in relation to such matter shall first be raised at the ward/unit level with the Nursing Unit Manager responsible (or the appropriate manager).
 - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse Manager, Director of Nursing or Area Director of Nursing, depending on the nursing executive structure of the hospital or facility in which the grievance has arisen.
 - (d) If the matter remains unresolved, it should be referred to the appropriate hospital/facility or Health Service reasonable workload committee for consideration and recommendation to management.
 - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 44 - Disputes in this Award.
4. This variation shall take effect from the beginning of the first full pay period commencing on or after 16 December 2003.

R. P. BOLAND J.

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(558)

SERIAL C3376

PUBLIC HOSPITAL NURSES' (STATE) INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 909 of 2004)

Before The Honourable Justice Boland

6 September 2004

VARIATION

1. Delete subclause (iii), of clause 48, Reasonable Workloads for Nurses, of the award published 29 November 2002 (337 I.G. 180), and insert in lieu thereof the following:

- (iii) Workload Calculation Tool(s)

The Association and the Corporation agree that workload calculation tools are a means to facilitate informed discussion and decision making about reasonable workloads for nurses, rather than being an end in itself.

- (a) General workload calculation tool

1. The Association and the Corporation agree that one workload calculation tool is presently not capable of meaningfully applying to every nursing context within the public health system.
 2. The Association and the Corporation have reached agreement on the name and key characteristics of the interim general workload calculation tool for nursing to be implemented in medical and surgical inpatient wards in acute public hospitals.
 3. The interim general workload calculation tool will be known as the general workload calculation tool.
 4. The general workload calculation tool possesses the following key characteristics:
 - (i) Value of the nursing weight - In applying the general workload calculation tool, a nursing weight of 1 is equal to 4.8 nursing hours per patient day (NHPPD).
 - (ii) Average nursing intensity - For each ward or unit in which the tool is applied, the average nursing intensity for that ward or unit is obtained by applying AN-DRGs case mix data for all patients in the ward, viz, the data is to be comprehensive, validated, and for a uniform period. The AN-DRG Version 4.1 Nursing Service Weights are applied.

- (iii) Occupancy rate - The application of average annual occupancy rates in the general workload calculation tool is:

for facilities with occupancy rates 85% and over - a rate of 100% applies;
for facilities with occupancy rates between 75% and 84.9% - a rate of 85% applies; and

for facilities with an occupancy rate below 75% - the actual occupancy rate applies.

The occupancy rate is the percentage count of the number of inpatients accommodated at around midnight each day, as recorded in the 'Daily Record Book' (or its computerised equivalent), divided by available beds, on an annualised basis.

- (iv) Available beds - The average number of available beds is calculated, to account for changes in this figure during the course of a year.
- (v) Length of shifts - The length of shifts reflects those rostered to be worked in the ward or unit.
- (vi) Minimum staffing levels - Use of the general workload calculation tool does not displace present minimum staffing requirements to ensure safe systems of work and patient safety.
- (vii) Coverage - The general workload calculation tool is applied to calculate staffing levels for those nursing staff providing direct clinical care. It is not applied to positions such as Nursing Unit Manager, Clinical Nurse Educator, Clinical Nurse Consultant, dedicated administrative support staff and wardspersons.
- (viii) Application and monitoring - the general workload calculation tool will be applied to the ward or unit on an annual basis, and with the ability for the Nursing Unit Manager to monitor monthly.
- (ix) Relief for Annual leave - The annual leave 'relief' factored into the tool reflects the annual leave entitlements under this Award for the employees arising from their actual shift patterns. However, this figure may be adjusted when applying the tool at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.

If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the general workload calculation tool should be applied again in light of those altered circumstances and staff deployment.

- (x) Relief for Sick Leave, FACS Leave and Mandatory Education - To account for these factors, a figure of two weeks (equating to 76.0 hours based on a 38 hour week) per annum is factored into the general workload calculation tool. This figure is subject to joint review by the Association and the Corporation, on request by either party.
- (xi) Other factors - In agreeing that the tool is a means of facilitating informed discussion and decision making about nursing workloads, there are a range of other factors to consider. These factors include but need not be limited to patient type (for example, high dependency patients, day only patients, patients requiring close observation, patients awaiting nursing home placement); the available level of support staff (ward clerks, lifting teams

etc); teaching and research activities; provision of nurse escorts; emergency presentations in smaller facilities; and ward geography.

Staffing of wards/units will be planned using 1=4.8 NHPPD as the value of the nursing weight. It is recognised that application of this value will be subject to variation to account for these other factors or over shorter periods of time. If there is continued variation from this value in practice, the issue will be considered by the relevant reasonable workload committee.

(xii) Exclusions - the general workload calculation tool is not to be applied to:

intensive care units;
high dependency units;
specialty designated coronary care units;
specialist burns units;
emergency departments;
operating theatres;
midwifery services;
intensive care mental health units;
mental health admitted patient units (pending further investigation);
community nursing;
community mental health nursing; and
Multi-Purpose Services.

5. The Association and the Corporation agree that the name and key characteristics of the general workload calculation tool may be amended by agreement from time to time, and the Award will be varied to reflect the amendment.

The Association and the Corporation will conduct a joint review of the general workload calculation tool and implementation progress no later than six months after the commencement of implementation.

(b) Australian Confederation of Operating Room Nurses (ACORN) 2002 workload calculation tool.

1. The Association and the Corporation agree that in the interim the ACORN 2002 standards will be implemented in operating rooms. The parties agree that because these standards have been established and used for a number of years, the key characteristics are not included in this Award.
2. The Association and the Corporation will jointly review the implementation of ACORN 2002 standards no later than six months after the commencement of implementation, being 6 March 2005.

(c) Birthrate Plus

1. Birthrate Plus is a framework for workforce planning and strategic decision making and has been in extensive use in UK maternity units.
2. A project has commenced to adapt and modify Birthrate Plus to reflect the NSW Health environment. The first phase of the project is designed to field test the data collection tool for validity and reliability in the NSW setting, leading to adaptation and subsequent adjustment of the workforce calculations. Once this is done, it is planned to investigate State-wide implementation. The Association

and the Corporation will participate in this project and continue to monitor progress to ensure timely introduction of a workload acuity calculation tool based on Birthrate Plus.

(d) Specific workload calculation tool(s)

1. The Association and the Corporation will establish working groups to develop workload calculation tools for other nursing specialties, as agreed.
2. Working groups for Emergency, Community, and in-patient Mental Health will be established. The Association and the Corporation will participate in these working groups with the intent of completing recommendations to the Corporation and the Association by 6 March 2005.
3. Within six months from 6 September 2004, the Association and the Corporation will determine the nursing specialities that require working groups to develop recommendations on workload calculation tools for those specialities, and establish those working groups.
4. The Association and the Corporation agree that once specific workload calculation tools are agreed for nursing contexts not covered by the general workload calculation tool, ACORN 2002 or Birthrate Plus, the Award will be varied to include:

the name of the tool(s); and

key characteristics of the too(s), which may include a formula.

These tools may be amended by agreement from time to time, and the Award will be varied to reflect the amendment.

2. This variation shall take effect from the first pay period on or after 6 September 2004.

R. P. BOLAND *J.*

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(558)

SERIAL C3553

PUBLIC HOSPITAL NURSES' (STATE) INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 6799 of 2004)

Before Commissioner Patterson

16 December 2004

VARIATION

1. Insert in alphabetical order in clause 3, Definitions, of the award published 29 November 2002 (337 I.G. 180) the following new definition:

"Nurse Practitioner Year 3 and Thereafter" means a registered nurse appointed as such to a position approved by the Director-General and who is authorised by the Nurses' Registration Board, pursuant to section 19A of the *Nurses' Act* 1991, to practice as a Nurse Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the *Nurses' Act* 1991.

Provided that a Nurse Practitioner shall not progress or be appointed to Nurse Practitioner Year 3 until completion of twelve months' service at the Year 2 rate, and to the Thereafter rate until completion of twelve months' service at the Year 3 rate. Accordingly, a Nurse Practitioner cannot be appointed directly to Nurse Practitioner Year 3 and Thereafter."

2. Delete the classifications of "Nurse Practitioner Year 1 and Thereafter" from Table 1 - Salaries, of Part B, Monetary Rates and insert in lieu thereof the following new classifications:

Nurse Practitioners	Per Week \$
1st year	1,480.80
2nd year	1,508.40
3rd year	1,547.00
Thereafter	1,585.60

3. Delete subclause (i), of clause 8A Salary Sacrifice to Superannuation, and insert in lieu thereof the following:
 - (i) Notwithstanding the salaries prescribed in Part B Monetary Rates of this award an employee may elect, subject to the agreement of the employee's employer, to sacrifice a portion of the salary payable under Clause 8 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the salary payable under Clause 8 or fifty

(50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause:

- (a) "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (b) "Employer" shall mean the Health Administration Corporation of New South Wales.

4. Delete paragraph (ii)(a), of clause 29, Long Service Leave, and insert in lieu the following:

(ii)

- (a) "Service" shall mean service:
 - (1) as a full time and/or permanent part time employee in one or more hospitals or area health services;
 - and
 - (2) as a full time and/or permanent part time employee with any authority as prescribed in the *Transferred Officers Extended Leave Act 1961*, as amended. In this instance, such service must meet the provisions of transfer prescribed in that Act.

5. Insert after subclause (ix), of the said clause 29, the following new subclause:

- (x) Employees employed under Part II - Casual Employees, Part III - Temporary Employees and Part IV - Savings Provisions of Clause 25, Part Time, Casual, and temporary Employees are entitled to accrue long service leave under the provisions of the *Long Service Leave Act 1955*, as amended, subject to meeting the provisions of that Act.

6. Delete subclause (i), of clause 21, Overtime, and insert in lieu thereof the following:

(i)

- (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

7. Delete subparagraph (ii) (a), of B, Adoption Leave, of clause 30, Parental Leave, and insert in lieu thereof the following:

- (a) Paid Adoption Leave -

Eligible employees are entitled to paid adoption leave of nine weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

on a normal fortnightly basis
in advance in a lump sum

at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

Recreation and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

8. Delete paragraphs (v), (vi) and (vii) of B, Adoption Leave of the said clause 30, and insert in lieu thereof the following new paragraphs:

- (v) Portability of Service for Paid Adoption Leave -

As per maternity leave conditions

- (vi) Staffing Provisions -

As per maternity leave conditions

- (vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc -

As per maternity leave conditions

- (viii) Right to return to previous position -

As per maternity conditions

- (ix) Return for Less than Full Time Hours -

As per maternity leave conditions."

9. Delete section (iii), 4, (a), (iii), of clause 48, Reasonable Workloads for Nurses, and insert in lieu thereof the following:

- (iii) Occupancy rate - The application of average annual occupancy rates in the general workload calculation tool is:

for wards/units with occupancy rates 85% and over - a rate of 100% applies;

for wards/units with occupancy rates between 75% and 84.9% - a rate of 85% applies;
and

for wards/units with an occupancy rate below 75% - the actual occupancy rate applies.

The occupancy rate is the percentage count of the number of inpatients accommodated at around midnight each day, as recorded in the 'Daily Record Book' (or its computerised equivalent), divided by available beds, on an annualised basis.

10. This variation is to take effect from the beginning of the first full pay period to commence on or after 1 January 2005.

R. J. PATTERSON, Commissioner.

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(558)

SERIAL C3559

PUBLIC HOSPITAL NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 6802 of 2001)

Before The Honourable Justice Wright, President
The Honourable Justice Boland
Commissioner Patterson

2 November 2004

VARIATION

1. Insert after clause 10, Special Allowances, of clause 1, Arrangement, of the award published 29 November 2002 (337 I.G. 180) the following new clause:

10A. Continuing Education Allowance

2. Insert after clause 10, Special Allowances, the following new clause:

10A. Continuing Education Allowance

- (i) An employee employed in the classification of Registered Nurse (years 1 to 8), Nursing Unit Manager or Nurse Manager Grade 1 and Nurse Manager Grade 2, who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance subject to the following conditions set out below:
- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (ii) An employee who is employed in the classification of Nurse Manager Grade 3 and above who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time shall be paid a continuing education allowance subject to the conditions set out in subclause (i) of this clause.
- (iii) Subject to the preceding provisions in subclauses (i) and (ii) of this clause, an employee who holds a post-graduate certificate (not including a hospital certificate) shall be paid an allowance of an amount set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (iv) Subject to the preceding provisions in the said subclauses (i) and (ii), an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 21 of the said Table 2.
- (v) Subject to the preceding provisions in the said subclauses (i) and (ii), an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (vi) An enrolled nurse, who holds a relevant Certificate 4 continuing education qualification in a clinical field, in addition to the qualification leading to enrolment, shall be paid a continuing education allowance subject to the following conditions set out below:
- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
- (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
- (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (vii) Subject to the preceding provisions in subclause (vi) of this clause, an enrolled nurse who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 23 of the said Table 2.
- (viii) The above allowances are not to be included in the employee's ordinary rate of pay.
- (ix) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 44, Disputes, of this Award, negotiations between the NSW Health Department and the Association must occur prior to referral to the Industrial Relations Commission for determination.
3. Delete Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following table:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	01/01/04 3.5% \$	Beginning of FPP to commence on or after 01/12/04 \$
1.	10(i)(a)	General Nurse in charge of hospital	21.86 per shift	21.86 per shift
2.	10(ii)(a)	On Call Allowance	2.39 per hour with a minimum payment of 19.12	2.39 per hour with a minimum payment of 19.12
3.	10(ii)(b)	On Call Allowance on rostered day off	4.79 per hour with a minimum payment of 38.32	4.79 per hour with a minimum payment of 38.32
4.	10(ii)(c)	On Call during meal break	9.41 per break	9.41 per break
5.	10(iii)(a)	Director of Nursing performing radiographic duties	26.68 per week	26.68 per week
6.	10(iii)(c)	Employees performing radiographic duties in the absence of Director of Nursing	5.34 per day, maximum of 26.68 per week	5.34 per day, maximum of 26.68 per week
7.	10(iv)	Employee wearing lead apron	1.32 per hour	1.32 per hour

8.	10(v)	Registered Nurse in charge of ward	21.86 per shift	21.86 per shift
9.	10(vi)	Registered Nurse in charge of ward, also in charge of hospital of less than 100 beds	32.79 per shift	32.79 per shift
10.	11(i) 11(ii)	Climatic Allowance Isolation Allowance	3.60 per week 7.09 per week	3.60 per week 7.09 per week
11.	14(i)	Special rates for Tibooburra and Ivanhoe District Hospitals Registered Nurse Enrolled, Trainee Enrolled, Assistant in Nursing	31.81 per week 13.86 per week	31.81 per week 13.86 per week
11A.	14(i)	Corrections Health Service Environment Allowance	1980.00 per annum (SWC 2003)	1980.00 per annum (SWC 2003)
11B.	14(i)	Corrections Health Service Productivity Allowance	47.30 per week	47.30 per week
12.	17(iv)(b)	Excess Fares	5.20 per day	5.20 per day
13.	19(ii)(a) (b)(c)	Uniform Allowance	(a) Uniform 6.57 per week including 1.55 per week for shoes. Cardigan or jacket 1.51 per week. (b) Stockings 2.60 per week (c) Socks 0.51 per week	(a) Uniform 6.57 per week including 1.55 per week for shoes. Cardigan or jacket 1.51 per week. (b) Stockings 2.60 per week (c) Socks 0.51 per week
14.	19(iv)	Laundry Allowance	4.18 per week	4.18 per week
15.	37(iii) (a) (b)	Deduction for accommodation - Separate bedroom Self-contained flat	45.80 per week 55.81 per week	45.80 per week 55.81 per week
16.	37(iv)	Deduction for meals	98.86 per week	98.86 per week
17.	37(v)(b)	Charge for meals - Breakfast Other meals	3.34 per meal 6.09 per meal	3.34 per meal 6.09 per meal
18.	10(viii)	Enrolled Nurse employed in the CSSD of a hospital and in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia	10.37 per week	10.37 per week
19.	14(v)	Industry Allowance - Flight Nurses, Ambulance Service	10.58 per week	10.58 per week
20.	10A(iii)	Continuing Education Allowance - Post-graduate certificate		15.00 per week
21.	10A(iv)	Continuing Education Allowance - Post-graduate diploma or degree		25.00 per week
22.	10A(v)	Continuing Education Allowance - Masters' degree or doctorate		30.00 per week
23.	10A(vii)	Continuing Education Allowance - Enrolled Nurse certificate 4		10.00 per week

4. This variation shall take effect from the beginning of the first pay period to commence on or after 1 December 2004.

F. L. WRIGHT *J, President.*
R. P. BOLAND *J.*
R. J. PATTERSON, Commissioner.

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(800)

SERIAL C3083

NURSES' AIR AMBULANCE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1769 of 2004)

Before Mr Deputy President Grayson

25 June 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Nurses' Air Ambulance (State) Award published 20 February 1998 (303 I.G. 604) be rescinded on and from 1 July 2004.

J. P. GRAYSON *D.P.*

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SERIAL C3558

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/39 - Heyday Group (NSW) (Wollongong) (Federal Government Projects) Construction
Enterprise Agreement 2004-2005**

Made Between: Heyday Group Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 7 February 2005 and commenced 7 December 2004.

Description of Employees: The agreement applies to all employees employed by Heyday Group Pty Ltd, located at 9, Waterloo Road, North Ryde NSW 2113, who are engaged in construction work within Wollongong and Regional NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 12 Months.

EA05/40 - Hey Day Group Pty Ltd (Federal Government Projects) Enterprise Agreement 2004-2005

Made Between: Heyday Group Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 7 February 2005 and commenced 7 December 2004.

Description of Employees: The agreement applies to all employees employed by Heyday Group Pty Ltd, located at 9, Waterloo Road, North Ryde NSW 2113, who are engaged in construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 10 Months.

EA05/41 - Traffic Services Australia Enterprise Agreement 2004-2006

Made Between: Traffic Services Australia Holdings Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved 23 December 2004 and commenced 1 October 2004.

Description of Employees: The agreement applies to all employees employed by Traffic Services Australia Pty Ltd, located at 317, Bilsen Road, Geelong QLD 4034, engaged on, or in connection with traffic control in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 24 Months.

EA05/42 - Boral Transport Agreement 2004

Made Between: Boral Construction Materials Group Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA02/61.

Approval and Commencement Date: Approved 19 January 2005 and commenced 1 October 2005.

Description of Employees: The agreement applies to all Drivers employed by Boral Construction Materials Group Limited, Clunies Ross Street, Prospect, NSW, 2149, who fall within the coverage of the Boral Transport Ltd NSW Operations Joint Development (State) Award 1996, Transport Industry (State) Award, Transport Industry Quarried Materials, (State) Award.

Nominal Term: 33 Months.

EA05/43 - Boral Bricks Badgerys Creek Enterprise Agreement 2004

Made Between: Boral Bricks Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

New/Variation: Replaces EA02/179.

Approval and Commencement Date: Approved 23 November 2004 and commenced 1 July 2004.

Description of Employees: The agreement applies to all employees employed by Boral Bricks Pty Limited, located at Lot 2, Greendale Road Bringelly, NSW 2171, who fall within the coverage of the Brick and Paver Industry (State) Award, Electricians, &c. (State) Award, and the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 36 Months.

EA05/44 - Thiess John Holland Lane Cove Tunnel and Roadworks Construction Variation Enterprise Agreement 2004

Made Between: Thiess John Holland -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), The Australian Workers' Union, New South Wales .

New/Variation: Variation

Approval and Commencement Date: Approved and commenced 2 February 2005.

Description of Employees: The agreement applies to all employees of Thiess John Holland located at 34 Waterloo Road, North Ryde, NSW 2113 engaged in the classifications of On Site Construction Work.

Nominal Term: 20 Months.

EA05/45 - Linfox - TWU Carlton & United Beverages Contracts, Clyde, Mascot, & Gosford Enterprise Agreement 2003

Made Between: Linfox Australia Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 22 November 2004 and commenced 31 December 2003.

Description of Employees: The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA05/46 - Linfox Australia Pty Ltd & NUW - Wyong Warehouse, Enterprise Agreement 2004

Made Between: Linfox Australia Pty Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 3 November 2004 and commenced 12 December 2003.

Description of Employees: The agreement applies to all employees employed by Linfox Australia Pty Ltd, located at 30, Sturt Street, Smithfield NSW 2164, engaged in or in connection with providing warehouse services, who fall within the coverage of the Storeman & Packers Bond and Free Stores (State) Award.

Nominal Term: 16 Months.

EA05/47 - ALSTOM Australia Limited - Engineering Systems On-Site Installation Agreement 2004-2006

Made Between: Alstom Australia Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 3 February 2005.

Description of Employees: The agreement applies only to employees on-site installation, employed by ALSTOM Australia Limited - Engineering Systems, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award, and the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 12 Months.

EA05/48 - The Oasis Regional Aquatic Centre Agreement 2004

Made Between: Wagga Wagga City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 17 November 2004 and commenced 1 July 2004.

Description of Employees: The agreement covers all employees of the Oasis Regional Aquatic Centre, with the exception of the Manager who is Contract personnel, employees of Agencies, Group Training Authorities, Contractors, etc., who fall within the coverage of the Local Government (State) Award 2001.

Nominal Term: 36 Months.

EA05/49 - DuPont Australia (Girraween and Wetherill Park) 2004 Enterprise Agreement

Made Between: DuPont (Australia) Limited -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.

New/Variation: Replaces EA03/203.

Approval and Commencement Date: Approved and commenced 11 November 2004.

Description of Employees: The agreement applies to all employees employed by DuPont (Australia) Ltd, located at 179 Magowar Road, GIRRAWEEEN NSW 2145, at its Girraween and Wetherill Park sites who

fall within the coverage of the Paint Industry (State) Award, Gelatine & Glue Industry (State) Award.

Nominal Term: 24 Months.

EA05/50 - Sermacs Industrial Services Pty Ltd Steel Industry Enterprise Bargaining Agreement 2004

Made Between: SERMACS Industrial Services Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved 29 November 2004 and commenced 1 October 2004.

Description of Employees: The agreement applies to all employees employed by Sermacs Industrial Services Pty Ltd, located at 419 Hunter Street, Newcastle NSW 2300, engaged at the One Steel Market Mills Works in Newcastle, who fall within the coverage of the Security Industry (State) Award.

Nominal Term: 36 Months.

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